



# भारत का राजपत्र The Gazette of India

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प्राधिकार से प्रकाशित  
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सं. 47] नई दिल्ली, नवम्बर 24—नवम्बर 30, 2024, शनिवार/ अग्रहायण 3—अग्रहायण 9, 1946  
No. 47] NEW DELHI, NOVEMBER 24—NOVEMBER 30, 2024, SATURDAY/ AGRAHAYANA 3—AGRAHAYANA 9, 1946

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

विदेश मन्त्रालय  
(सी.पी.वी. प्रभाग)

नई दिल्ली, 19 नवम्बर, 2024

का.आ. 2136.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्द्वारा, सरकार भारत के राजदूतवास ओस्लो में श्री गौरव खजुरिया, सहायक अनुभाग अधिकारी, को नवंबर 19, 2024 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2024(35)]

एस.आर.एच. फहमी, निदेशक (सीपीवी-1)

**MINISTRY OF EXTERNAL AFFAIRS**  
**(CPV Division)**

New Delhi, the 19th November, 2024

**S.O. 2136.**—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Gourav Khajuria, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Oslo to perform the consular services as Assistant Consular Officer with effect from November 19, 2024.

[F. No.T. 4330/01/2024(35)]

S.R.H FAHMI, Director (CPV-I)

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 21 नवम्बर, 2024

**का.आ. 2137.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (27/2017) प्रकाशित करती है।

[सं. एल - 12012/14/2017- आई आर (बी-II)]

सलोनी ,उप निदेशक

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 21st November, 2024

**S.O. 2137.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.27/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Bank of India their workmen.

[No. L-12012/14/2017- IR(B-II)]

SALONI, Dy. Director

**ANNEXURE**

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

**No. CGIT/LC/R/27/2017**

**Present: P.K.Srivastava**

**H.J.S..( Retd)**

**General Secretary**

**Nationalised Bank Employees Sangathan**

**Central Office – F-1, Karambhoomi, In front of**

**Tripti Vihar Engineering College, Ujjain (M.P.)**

**Workman**

**Versus**

**The Chairman/Managing Director**

**Bank of India, Head Office**

**Bandra, Kurla (East),**

**Mumbai (M.H.)**

**Management**

## AWARD

(Passed on this 4<sup>th</sup> day of October-2024.)

As per letter dated 10/03/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-12012/14/2017/IR(B-II) dt. 10/03/2017. The dispute under reference related to :-

*“क्या महासचिव रा” ट्रीयकृत बैंक कर्मचारी संगठन द्वारा श्री मांगीलाल यादव सेवानिवृत्त दफ्तरी, सेटी नगर ‘ गखा उज्जैन के निलंबन अवधि दिनांक 13.12.82 से 22.12.93 तक की निर्वाह भत्ते की मांग करना विभिन्न पुनरीक्षित वेतनमान समझौते की मांग करना एवम उपरोक्त अवधि की सेवा कॉल को जोड़कर सेवानिवृत्त लाभ की मांग करना न्यायोचित है ? यदि है तो श्री मांगीलाल यादव किस अनुतो” 1 के भागी है ?”*

After registering the case on the basis of the reference received, Notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

**In short**, the admitted facts are that the workman was suspended on 13.01.1982 by management with respect to alleged misconduct. He remained suspended till 22.12.1993. A First Information Report was lodged by the Bank with local Police, against him on 21.12.1982 containing allegations of fraud, forgery and misappropriation. Charge-sheet under Section 420/467/468/381 IPC was filed by Police on the basis of investigation, which was registered on 13.04.1983. During trial of the case before the Court of Magistrate, the workman was reinstated by management on 22.12.1993. The workman was conducted by Court of Magistrate vide Judgment dated 17.03.2009 for the charge of 420/467/468/381 IPC with various periods of punishments of imprisonment and fine. The workman superannuated on 31.03.2013, thereafter the appeal filed by the workman against his conviction was decided by the Court of 2<sup>nd</sup> Additional Sessions Judge, Criminal Appeal No.- 182/09, vide order dated 16.01.2014. The sentences were reduced to period undergone and fines. According to the workman, the action of management in not paying him full suspension allowance after one year of his suspension is in violation of the Bipartite Settlement, hence against law. The workman side has requested that he be held entitled to full suspension allowance and all consequential benefits.

Management has taken a case that, the workman was issued a show cause notice on 04.12.1982 with respect to gross misconduct by accepting different amount total Rs. 11200/- from account holder Ayodhya Bai entrusted by her to the workman for depositing it in her Account No. 434 with the Bank, which he never deposited and issued false and forged deposit slips. He was placed under suspension and a First Information Report was registered against him by the Bank. Charge-sheet u/s. 420/467/468/381 IPC was filed by Police after investigation. The case went in trial. As the trial was delaying, the management decided to reinstate the workman and final decision to be taken based on the Judgment of the case. Therefore, the workman was reinstated ending his suspension on 22.12.1993. Thereafter, as it is the case of management, the workman committed another misconduct by way of willfully and unauthorizedly absenting himself for 342 days from 12.03.2005 to 31.12.2009. He was punished by reducing one increment from his wages for six months; hence the length of his service was reduce by total 12 years and 4 days. Also it is the case of management that the workman never informed the management about his conviction by the Court of Magistrate in 2009 just to avoid termination on the ground of conviction for an act of moral turpitude. He did not also intimate the Bank about the appeal filed by him against his conviction. He got superannuated during the pendency of appeal. Thus, according to the management, it is justified in its action. Management has requested that the reference be answered against the workman.

Since, facts are undisputed, only point of law is involved, none of the parties produced any evidence. I have heard argument of Mr. Neeraj Kewat learned Counsel for management, none appeared for workman. No written argument was filed. I have gone through the record as well.

Learned Counsel has mentioned the relevant portion of the Bipartite Settlement which is being reproduced as follows:-

**“1. Subsistence allowance during the period of suspension should be granted on the following scale:**

**A. Where the enquiry is departmental by the bank :**

**(1) Where the investigation is not entrusted to or taken up by an outside agency (i.e. Police/CBI):**

**(a) For the first three months of suspension one third of the pay and allowances which the workman would have got but for the suspension :**

**(b) For the period of suspension if any, thereafter, one half of the pay and allowance which the workman would have got but for the suspension provided that after one year of suspension full pay and allowances will be payable if the enquiry is not delayed for reasons attributable to the concerned workman or any of his representatives.**

2. *Where the investigation is done by an outside agency (i.e. Police/CBI) and such investigation is followed by a departmental enquiry by the bank and not by prosecution:*

- (a) *For the First three months of the suspension one third of the pay and allowance which the workman would have got but for the suspension :*
- (b) *For the period of suspension, if any, thereafter, one half of the pay and allowances which the workman would have got but for the suspension ;*

*Provided that full pay and allowances will be payable after six months from the date of receipt of report of the investigating agency that it has come to the conclusion not to prosecute the employee or one year after the date of suspension whichever is later;*

*And provided further that the enquiry is not delayed for reasons attributable to the concerned workman or any of his representatives.*

**B. Where the enquiry is held by an outside agency including a trial in a criminal court (irrespective of whether the enquiry/ trial is preceded by an investigation by an outside agency (i.e. Police/CBI) or not:**

- (a) *For the first six months of the suspension one third of the pay and allowances which the workman would have got but for the suspension;*
- (b) *For the period of suspension, if any, thereafter one half of the pay and allowances which the workman would have got but for the suspension, until the enquiry is over."*

Undisputedly, a Police investigation was going on with respect to the misconduct alleged on the basis of which the workman was dismissed from service after inquiry. Hence, in these circumstances, the action of management in not granting full pay as suspension allowance after one year of suspension during the inquiry is held justified in law. This view is supported by judgment of Hon'ble the Apex Court in **Civil Appeal No.-4386/2002 in the case of Punjab National Bank vs. Burnard Lakra**, referred to from the side of management. In the referred case also the matter was being investigated by CBI and the workman was under suspension for more than one year.

In the light of above findings, reference is answered as follows:-

#### AWARD

Holding the action of management in not paying full suspension allowance to the workman Mangilal Yadav from 13.12.1982 to 22.12.1993 justified in law, the workman is held entitled to no relief. No order as to cost.

DATE: 04/10/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2024

**का.आ. 2138.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (27/2013) प्रकाशित करती है।

[सं. एल -12011/53/2012- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 21st November, 2024

**S.O. 2138.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 27/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No. L-12011/53/2012- IR (B-I)]

SALONI, Dy. Director

#### ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

No. CGIT/LC/R/27/2013

Present: P.K.Srivastava

H.J.S..( Retd)

General Secretary

Dainik Vetan Bhogi Bank Karmachari Sangathan

F-1 Karmabhoomi Tripti Vihar, Opposite Engineering

College, Ujjain (M.P.)

Workman

Versus

The Chief General Manager

State Bank of India,

Local Head Office – Hoshangabad Road

Bhopal (M.P.)

Management

## AWARD

(Passed on this 9<sup>th</sup> day of October-2024.)

As per letter dated 01/02/2013 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-12011/53/2012/IR(B-I) dt. 01/02/2013. The dispute under reference related to :-

***“Whether, Jagdish Parmar is entitled for full wages as paid to the permanent peon for the period 16.01.2007 to 21.06.2008 ? If so, what relief the workman is entitled ?”***

After registering the case on the basis of the reference received, Notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

**In short**, the case of the workman side is that he has engaged in the Branch by the Branch Manager on 16.01.2007 as daily wager and worked till 21.06.2008 continuously. His services were terminated by Bank under an oral order without any notice or compensation, which is against Section 25-F & 25-G of the Act, hence against law. The has not paid the workman wages payable to the permanent peon inspite of the fact that the workman and the permanent peon discharged same duties. He has requested that holding the action of management disengaging him against law, he be held entitled to the same wages admissible to permanent peon.

**According to management**, the workman was a daily wager who did not work continuously for 240 days in the year preceding the date of his termination. He was a casual labour, engaged as and when required and was paid on daily wages. He is not entitled to parity in wages with permanent staff. Management has requested that the reference be answered against the workman.

**In evidence**, the workman union filed photocopy cheques admitted by management. The workman union did not file any affidavit in support of their pleadings. Management filed affidavit of its witness as his examination in chief. No cross examination was done by workman side.

None was present for workman side at argument stage. No written argument was filed. Management was filed written argument, which is part of record.

I have gone through the record and the arguments as well.

The reference itself is the issue for determination.

Management has referred to Judgment of Hon’ble the Supreme Court in the case of ***State of Rajasthan Vs. Daya Lal and Others, (2011) 2 SCC 429***, relevant paragraphs are being reproduced as follows :-

This extract is taken from ***State of Rajasthan v. Daya Lal, (2011) 2 SCC 429 : (2011) 1 SCC (L&S) 340 : 2011 SCC OnLine SC 172 at page 435***

**“12.** We may at the outset refer to the following well-settled principles relating to regularisation and parity in pay, relevant in the context of these appeals:

(i) *The High Courts, in exercising power under Article 226 of the Constitution will not issue directions for regularisation, absorption or permanent continuance, unless the employees claiming regularisation had been appointed in pursuance of a regular recruitment in accordance with relevant rules in an open competitive process, against sanctioned vacant posts. The equality clause contained in Articles 14 and 16 should be scrupulously followed and Courts should not issue a direction for regularisation of services of an employee which would be violative of the constitutional scheme. While something that is irregular for want of compliance with one of the elements in the process of selection which does not go to the root of the process, can be regularised, back door entries, appointments contrary to the constitutional scheme and/or appointment of ineligible candidates cannot be regularised.*

(ii) Mere continuation of service by a temporary or ad hoc or daily-wage employee, under cover of some interim orders of the court, would not confer upon him any right to be absorbed into service, as such service would be "litigious employment". Even temporary, ad hoc or daily-wage service for a long number of years, let alone service for one or two years, will not entitle such employee to claim regularisation, if he is not working against a sanctioned post. Sympathy and sentiment cannot be grounds for passing any order of regularisation in the absence of a legal right.

(iii) Even where a scheme is formulated for regularisation with a cut-off date (that is a scheme providing that persons who had put in a specified number of years of service and continuing in employment as on the cut-off date), it is not possible to others who were appointed subsequent to the cut-off date, to claim or contend that the scheme should be applied to them by extending the cut-off date or seek a direction for framing of fresh schemes providing for successive cut-off dates.

(iv) Part-time employees are not entitled to seek regularisation as they are not working against any sanctioned posts. There cannot be a direction for absorption, regularisation or permanent continuance of part-time temporary employees.

(v) Part-time temporary employees in government-run institutions cannot claim parity in salary with regular employees of the Government on the principle of equal pay for equal work. Nor can employees in private employment, even if serving full time, seek parity in salary with government employees. The right to claim a particular salary against the State must arise under a contract or under a statute.

See *State of Karnataka v. Umadevi* (3) [(2006) 4 SCC 1 : 2006 SCC (L&S) 753] , *M. Raja v. CEERI Educational Society* [(2006) 12 SCC 636 : (2007) 2 SCC (L&S) 334] , *S.C. Chandra v. State of Jharkhand* [(2007) 8 SCC 279 : (2007) 2 SCC (L&S) 897] , *Kurukshetra Central Coop. Bank Ltd. v. Mehar Chand* [(2007) 15 SCC 680 : (2010) 1 SCC (L&S) 742] and *Official Liquidator v. Dayanand* [(2008) 10 SCC 1 : (2009) 1 SCC (L&S) 943] ."

Another case *State of Haryana & Others Vs. Tilak Raj and Others*, AIR 2007 2658, referred to from the side of management, in which the same principle has been reiterated.

More ever, the Bipartite Settlements protect and apply only with respect to the regular staff with respect to their pay and salary.

**Hence, holding the case of the workman union not legal, the reference deserves to be answered against the workman and is answered accordingly. No order as to cost.**

DATE: 09/10/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2024

**का.आ. 2139.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (29/2013) प्रकाशित करती है।

[सं. एल -12011/46/2012- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 21st November, 2024

**S.O. 2139.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 29/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No. L-12011/46/2012- IR (B-I)]

SALONI, Dy. Director

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/29/2013

Present: P.K.Srivastava

H.J.S..( Retd)

General Secretary

Dainik Vetan Bhogi Bank Karmachari Sangathan

F-1, Tripti Vihar, Opposite Engineering College

Ujjain (M.P.)

Workman

Versus

The Chief General Manager

State Bank of India,

Local Head Office – Hoshangabad Road

Bhopal (M.P.)

Management

## AWARD

(Passed on this 9<sup>th</sup> day of October-2024.)

As per letter dated 01/02/2013 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-12011/46/2012/IR(B-I) dt. 01/02/2013. The dispute under reference related to :-

***“Whether the demand of Dainik Vetan Bhogi Karmachari Sangathan for regularizing the services of Shri Jagdish Parmar from the date of his termination i.e., 21.06.2008 is legal and justified ? If so, what relief the workman is entitled ?”***

After registering the case on the basis of the reference received, Notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

**In short**, the case of the workman is that he has engaged in the Branch by the Branch Manager on 16.01.2007 as daily wager and worked till 21.06.2008 continuously. His services were terminated by Bank under an oral order without any notice or compensation, which is against Section 25-F & 25-G of the Act, hence against law. The workman has requested that holding the action of management disengaging him against law, he be held entitled to be reinstated with all back wages and benefits and also to be regularized in service.

**According to management**, the workman did not work continuously for 240 days in the year preceding the date of his termination. He was a casual labour, engaged as and when required and was paid on daily wages. Management has requested that the reference be answered against the workman.

**In evidence**, the workman union filed letter of management of SBI to the Regional Labour Commissioner (Central) containing the list of days, the workman worked with the Bank and photocopy cheques admitted by management. The workman union did not file any affidavit in support of their pleadings. Management filed affidavit of its witness as his examination in chief. No cross examination was done by workman side.

None was present for workman side at argument stage. No written argument was filed. Management was filed written argument, which is part of record.

I have gone through the record and the arguments as well.

The reference itself is the issue for determination.

The burden to prove his case on workman side. There are only two admitted documents. The engagement of the workman by management is not denied. What is denied is the days workman worked with the management. There is no oral evidence in support of the allegations that the workman worked continuously for 240 days in the year preceding the date of his termination. The list of days the workman worked, filed by workman union and admitted by management shows that the workman worked for a period less than 240 days in the year preceding the date of his termination.

**Hence, holding the case of the workman union not proved, the reference deserves to be answered against the workman and is answered accordingly. No order as to cost.**

DATE: 09/10/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2024

**का.आ. 2140.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (16/2017, 26/2017) प्रकाशित करती है।

[सं. एल -12012/08/2016- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 21st November, 2024

**S.O. 2140.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 16/2017, 26/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No. L-12012/08/2016- IR (B-I)]

SALONI, Dy. Director

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/16/2017

Present: P.K.Srivastava

H.J.S..( Retd)

Ramraj Dwivedi

S/o. Sampat Kumar Dwivedi

Village & Distt.- Jhangh,

Tehsil – Rampur Naiki

District – Sidhi (M.P.)

Workman

Versus

1. The Branch Manager

State Bank of India,

Gayatri Complex

Sidhi (M.P.)

2. The General Manager HR

NHDC Limited,

Shyamla Hills, Bhopal (M.P.)

AND

CGIT/LC/R/26/2017

Ramraj Dwivedi

S/o. Sampat Kumar Dwivedi

Village & Distt.- Jhangh,

Tehsil – Rampur Naiki

District – Sidhi (M.P.)

Workman

Versus

1. The Branch Manager

State Bank of India,

Gayatri Complex

Sidhi (M.P.)



2. **The General Manager HR**  
**NHDC Limited,**  
**Shyamla Hills, Bhopal (M.P.)**

**Management**

**AWARD**

**(Passed on this 08<sup>th</sup> day of October-2024.)**

As per letter dated 09/03/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-12012/08/2016/IR(B-I) dt. 09/03/2017. The dispute under reference related to :-

***“Whether the action of management of Branch Manager State Bank of India, Sidhi M.P. in terminating the services of workman Shri Ram Raj Dwivedi w.e.f. 01.11.2010 is justified ? If not, what relief the workman is entitled to ?”***

The same reference was registered through other channel and the Case no.- R/26/2017 was registered on the basis of the reference. Other particulars of the reference as well as parties involved and also the dispute between the parties was the same.

After registering the case on the basis of the references received, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

Vide order of this Tribunal dated 13.06.2022, both the cases were consolidated and R/16/2017 was made leading case.

**The case of the workman**, in short, is that he was appointed as a Peon in the then State Bank of Indore at Sidhi on 16.09.1996, as a peon and worked continuously till 25.10.2010. Thereafter, he was terminated without notice or wages in lieu of one month notice and without payment of retrenchment compensation, in violation of the provision of Section 25-F of the Industrial Disputes Act, 1947 (in short the Act, 1947). He had worked more than 240 days as required under Section 25-B of the Act, 1947. He worked for 240 days and more in every year continuously and has thus acquired the status of permanent employee. He was not paid wages in the light of Bipartite Settlement which he was entitled to. The management adopted unfair labour practice by continuing him as Badli worker for years and not regularizing him. He requested that holding his termination against law, he be held entitled to be reinstated with all back wages and benefits.

**The case of the management**, inter alia, is that the alleged workman was neither employed as permanent employee nor attained permanent status. He worked as a casual worker for few hours in a day as and when required in branch of the Bank and was paid for it. The provisions of the Section 25-F of the Act 1947 is not applicable and therefore, the question of giving notice or payment of retrenchment compensation does not arise. It has been further pleaded that the workman was a daily wager, engaged not on regular basis but subject to availability of work and also that he was not appointed against any sanctioned vacancy following recruitment process. It was also pleaded that since the engagement of the workman was on day to day basis, no formal appointment letter was required to be issued to him, also that no muster roll was required to be prepared in his case and he is not entitled to protection of Desai Award and Bipartite Settlement because he is not covered in these. Accordingly, management has prayed that the reference be answered against the workman.

The workman has filed his rejoinder in which he has mainly reiterated his allegations in his statement of claim.

**In evidence**, the workman has filed his affidavit as his examination in chief, he has been cross examined by management. He has further filed and proved Ex. W/1 letter of Assistant General Manager HR, State Bank of Indore dated 15.02.2019 sent to the Assistant General Manager Admin, Zonal Office Jabalpur with list of daily wage workers working in the branches of State Bank of Indore for more than 10 years, Ex. W/2 letter dated 22.02.2011 in continuation with the letter dated 15.02.2019 above mentioned, Ex. W/3 letter dated 19.03.2011 sent Assistant General Manager HR, State Bank of India to Assistant General Manager, State Bank of India, Regional Office Satna with list.

Management has filed affidavit of its witness as his examination in chief, he has been cross examined by workman.

I have heard argument of Learned Counsel for workman Mr. Neeraj Kewat and learned Counsel Mr. Praveen Yadav for management. Both the sides have filed written arguments which are part of record. I have gone through the written arguments and the record as well.

On perusal of record in the light of rival arguments, following issues arise for determination :-

- 1) *Whether, the workman has successfully proved his continuous engagement for 240 days in an year ?*
- 2) *Whether, the disengagement of the workman is legal ?*
- 3) *Whether, the workman is entitled to any benefit ?*

**Issue No.-1 :-**

Before, entering into any discussion, Section 25-B of the Act is being reproduced as follows :-

**25B. Definition of continuous service.—For the purposes of this Chapter,—**

(1) *a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;*

(2) *where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—*

(a) *for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—*

(i) *one hundred and ninety days in the case of a workman employed below ground in a mine; and*

(ii) *two hundred and forty days, in any other case;*

(b) *for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—*

(i) *ninety-five days, in the case of a workman employed below ground in a mine; and*

(ii) *one hundred and twenty days, in any other case.*

*Explanation.—For the purposes of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which—*

(i) *he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), or under this Act or under any other law applicable to the industrial establishment;*

(ii) *he has been on leave with full wages, earned in the previous years;*

(iii) *he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and*

(iv) *in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.*

The pleadings of the parties on this issue have been detailed earlier. The initial burden to prove this issue is on the workman. Pleadings of the parties on this issue have been elaborated earlier. The workman has corroborated his allegations in his statement of claim in his affidavit filed as his examination in chief. In his cross examination, he has stated that the documents were provided to him by the Secretary of the Union Mr. Jhavar, also that his services were terminated orally and that no appointment letter was issued to him. He further states in his cross examination that he was paid wages through vouchers which are available with the branch. This witness has given details of days he worked in every year since 1996 to December 2010. He has not been cross examined by management on his this statement. His this statement is corroborated by Ex. W/1 & W/2 as well W/3, which are admitted by management. These documents are communications between the officers of management containing a list of the workers working since more than 10 years as daily wagers in the offices/branches of the State Bank of Indore. It is not disputed between the parties that State Bank of Indore was taken over by State Bank of India and assets as well liabilities of the State Bank of Indore were transferred to the State Bank of India.

He further states that he was not issued any appointment letter, his name not sponsored by employment exchange, he had directly applied in the Branch, he did not appear in any written examination. He has further stated in his affidavit that after merger of State Bank of Indore in State Bank of India in the year 2010, a list of daily wage casual employees of State Bank of Indore sent to the State Bank of India which included his name also. He used to work as a peon, his job was record keeping, maintenance of vouchers etc. He has filed and proved documents as mentioned above to corroborate his allegations that he worked with the bank of State Bank of Indore and completed 240 days continuously in a year.

On the contrary, the management witness, who is an Officer of State Bank of India states that he was never posted in the State Bank of Indore, there was no record available regarding the applicant workman. At present, these

works are taken from persons engaged through outsourcing agencies.

Learned Counsel for management has referred to following judgments to support his argument that the burden is on workman to prove his claim that he worked continuously for 240 days in a year. These are :-

***Range Forest Officer Vs. S.T. Hadimani (2002) 3 SCC 25***

***This extract is taken from Range Forest Officer v. S.T. Hadimani, (2002) 3 SCC 25 : 2002 SCC (L&S) 367 : 2002 SCC OnLine SC 226 at page 26***

3. For the view we are taking, it is not necessary to go into the question as to whether the appellant is an “industry” or not, though reliance is placed on the decision of this Court in *State of Gujarat v. Pratamsingh Narsinh Parmar* [(2001) 9 SCC 713 : 2002 SCC (L&S) 269 : JT (2001) 3 SC 326]. In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside. However, Mr Hegde appearing for the Department states that the State is really interested in getting the law settled and the respondent will be given an employment on compassionate grounds on the same terms as he was allegedly engaged prior to his termination, within two months from today.”

***State of Uttarakhand v. Sureshwati, (2021) 3 SCC 108***

***This extract is taken from State of Uttarakhand v. Sureshwati, (2021) 3 SCC 108 : (2021) 1 SCC (L&S) 434 : 2021 SCC OnLine SC 34 at page 117***

“25. On the basis of the evidence led before the Labour Court, we hold that the School has established that the respondent had abandoned her service in 1997, and had never reported back for work. The respondent has failed to discharge the onus to prove that she had worked for 240 days in the preceding 12 months prior to her alleged termination on 8-3-2006. The onus was entirely upon the employee to prove that she had worked continuously for 240 days in the twelve months preceding the date of her alleged termination on 8-3-2006, which she failed to discharge.”

Learned Counsel has also referred to another judgment of Hon’ble the Apex Court in *Surendra Nagar District Panchayat Vs. Dayabhai Amar Singh, (2005) 8 SCC 750*. The referred paragraphs are being reproduced as follows :-

***This extract is taken from Surendranagar District Panchayat v. Dahyabhai Amarsinh, (2005) 8 SCC 750 : 2006 SCC (L&S) 38 : 2005 SCC OnLine SC 1536 at page 759***

***“16. In Range Forest Officer v. S.T. Hadimani [(2002) 3 SCC 25 : 2002 SCC (L&S) 367] (SCC at p. 26, para 3) this Court held that:***

*“In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside.”*

17. More recently, in *Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan* [(2004) 8 SCC 161 : 2004 SCC (L&S) 1055], *Municipal Corpn., Faridabad v. Siri Niwas* [(2004) 8 SCC 195 : 2004 SCC (L&S) 1062] and *M.P. Electricity Board v. Hariram* [(2004) 8 SCC 246 : 2004 SCC (L&S) 1092] this Court has reiterated the principle that the burden of proof lies on the workman to show that he had worked continuously for 240 days in the preceding one year prior to his alleged retrenchment and it is for the workman to adduce evidence apart from examining himself to prove the factum of his being in employment of the employer.

18. In the light of the aforesaid, it was necessary for the workman to produce the relevant material to prove that he had actually worked with the employer for not less than 240 days during the period of twelve calendar months preceding the date of termination. What we find is that apart from the oral evidence the workman has not

*produced any evidence to prove the fact that he has worked for 240 days. No proof of receipt of salary or wages or any record or order in that regard was produced; no co-worker was examined; muster roll produced by the employer has not been contradicted. It is improbable that the workman who claimed to have worked with the appellant for such a long period would not possess any documentary evidence to prove nature of his engagement and the period of work he had undertaken with his employer. Therefore, we are of the opinion that the workman has failed to discharge his burden that he was in employment for 240 days during the preceding 12 months of the date of termination of his service. The courts below have wrongly drawn an adverse inference for non-production of the record of the workman for ten years. The scope of enquiry before the Labour Court was confined to only 12 months preceding the date of termination to decide the question of continuation of service for the purpose of Section 25-F of the Industrial Disputes Act. The workman has never contended that he was regularly employed in the Panchayat for one year to claim the uninterrupted period of service as required under Section 25-B(1) of the Act. In the facts and situation and in the light of the law on the subject, we find that the respondent workman is not entitled to the protection or compliance with Section 25-F of the Act before his service was terminated by the employer. As regards non-compliance with Sections 25-G and 25-H suffice it to say that witness Vinod Misra examined by the appellant has stated that no seniority list was maintained by the department of daily-wagers. In the absence of regular employment of the workmen, the appellant was not expected to maintain seniority list of the employees engaged on daily wages and in the absence of any proof by the respondent regarding existence of the seniority list and his so-called seniority, no relief could be given to him for non-compliance with provisions of the Act. The courts could have drawn adverse inference against the appellant only when seniority list was proved to be in existence and then not produced before the court. In order to entitle the court to draw inference unfavourable to the party, the court must be satisfied that evidence is in existence and could have been proved."*

Learned Counsel for workman has referred to following judgments in this respect :-

**Gauri Shankar Vs. State of Rajasthan, (2016) 1 SCC (L & S) 546-** Held that even if the burden of proof does not lie on a party the Court may draw and adverse inference if it withholds important documents in his possession which can throw light on facts at the issue. It was further observed that a practice has grown up in Indian procedure of those in possession of important documents or information lying by, trusting to abstract doctrine of onus of proof, and failing, accordingly, to furnish to, the Court the best material for its decision.

**Director, Fisheries, Terminal Division Vs. Bheekhu Bhai Meghaji Bhai Chawda, AIR 2010 SC 1236 Para 14** – Held that a Court of law even in a case where provisions of Indian Evidence Act apply, may presume or may not presume that if a party despite possession of best evidence has not produced, the same it would have gone against his contention. The matter however would be different where despite direction by a Court, the evidence is withheld.

In the light of above discussion and findings, the evidence in support of the case of the workman that he worked continuously for 240 days in every year appears more reliable is held proved.

Issue No.-1 is answered accordingly.

#### **Issue No.-2 :-**

Before entering into any discussion on merit, Section 25-F & 25-G of the Act are being reproduced as follows :-

**25F. Conditions precedent to retrenchment of workmen.**— *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—*

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.*

**25G. Procedure for retrenchment.**— *Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.*

Case of the workman is that he was not issued any notice of retrenchment nor was he paid compensation, which he has corroborated in his evidence. It is not the case of management that he was paid any compensation or given prior notice. Hence, termination of his services is held in violation of 25-F & 25-G of the Act and issue no.-2 is answered accordingly.

**Issue No.-3 :-**

In the light of findings recorded above the question arises as to what relief the workman is entitled ?

Learned Counsel for workman has submitted that keeping in view the long tenure of the workman, he should be reinstated with back wages. He has referred to a **Division Bench Judgment of Hon'ble High Court of M.P. passed in W.A. No.- 1431/2018 and other connected writ appeals**, in which a Division Bench of Hon'ble High Court has approved the Award of this Tribunal passed in the case of RC/09/2012 and other connected references, holding the workman entitled to be reinstated with 50% of back wages with respect to the workman who had completed 10 years of continuous engagement with the then State Bank of Indore as daily wagger and their termination was found in violation of the Act.

Learned Counsel for management has submitted that compensation may be in the interest of justice in the case in hand because the workman was not appointed against a sanctioned vacancy following recruitment procedure also that he has been in beneficial employment after termination of his services.

Management has referred to following judgments in their written argument :-

**Telecom District Manager Vs Keshav Deb Appeal (Civil) 3324/2008** held that when the workman, a casual labour on daily wage was disengaged on the ground of misconduct, disengagement was found against law, he could not have been directed to be regularized in service or granted temporary status setting aside his disengagement.

**Dilip Kumar Sharma Vs Asstt. General Manager UCO Bank WA785/2020 MP High Court** - Held that when the workman, a daily wage casual employee worked from 25.10.1989 till 10.05.1997 i.e., for a period of seven and half years, the dispute was referred to this Tribunal on 09.02.2004, i.e., after about 17 years of his disengagement, he was held entitled to compensation only.

- 1) **Jagbeer Singh Vs. Haryana State Marketing Board, (2009) 15 SCC 327** – Held that when the workman spent total length of service from 01.09.1995 to 18.07.1996 compensation and not reinstatement would be proper remedy.
- 2) **BSNL Vs. Man Singh, (2012) 1 SCC 558** – Held that when it was proved that the workman had merely worked for more than 240 days compensation would meet ends of justice.
- 3) **Rajasthan Development Corporation Vs. Gitam Singh, (2013) 5 SCC 136** – Held that when the daily wagger worked only for eight months from 01.03.1991 to 31.10.1991, compensation and not reinstatement would meet ends of justice.
- 4) **Hindustan Machine Tools Vs. Ghanshyam Sharma, (2008) 18 SCC 80** – Held that 50% as compensation would meet the ends of justice in the facts and circumstances of that case.

The cases referred can be distinguished on facts because the tenure of the workmen in the cases referred was very short, whereas in the case in hand, the workman has been under engagement since 1996 till 2010, thus has completed about 14 years as daily wagger.

The workman has stated in his affidavit that he has been out of job after his disengagement. Every person does make endeavor to survive it is not that only a street beggar will be considered a person out of job. Relying on the Division Bench Judgment referred to above the workman in the case in hand is also held entitled to be reinstated with 50% of back wages, payable to him within 30 days from the date of Award, failing which interest @ of 8% from the date of Award till payment.

Issue no.-3 is answered accordingly.

**AWARD**

**Holding the action of management in dismissing the services of Ramraj Dwivedi, Peon (Daily Wager) by management by way of verbal order dated 01.11.2010 unjustified in law, he is held entitled to be reinstated with 50% of back wages, payable to him within 30 days from the date of Award, failing which interest @ of 8% from the date of Award till payment. No order as to cost.**

DATE: 08/10/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2024

**का.आ. 2141.—**औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार पारादीप पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (35/2021) प्रकाशित करती है।

[सं. एल -38011/01/2021- आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 25th November, 2024

**S.O. 2141.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 35/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of Paradip Port Trust their workmen.**

[No. L-38011/01/2021- IR (B-II)]

SALONI, Dy. Director

### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,  
Presiding Officer, C.G.I.T.-cum-Labour Court,  
Bhubaneswar.

#### INDUSTRIAL DISPUTE CASE NO. 35/2021

Date of Passing Order – 19<sup>th</sup> July, 2024

Between :-

1. The Deputy General Manager (HR),  
M/s. Chennai Radha Engineering Works (P) Ltd.,  
Qrs. No. JC-62, MadhubanParadip, Dist. Jagatsinghpur,  
Odisha – 754 142.
2. The Chairman, Paradip Port Trust, Po. Paradip,  
Dist. Jagatsinghpur.

... 1<sup>st</sup> Party-Managements.

(And)

The General Secretary,  
Paradip Port & Dock Mazdoor Union,  
Old Post Office, Quarter C.I,  
Paradip Port, Jagatsinghpur.

... 2<sup>nd</sup> Party-Union.

Appearances:

|       |     |  |
|-------|-----|--|
| None. | ... | For the 1 <sup>st</sup> Party-Managements. |
| None. | ... | For the 2 <sup>nd</sup> Party-Union.       |

### ORDER

In the present case, a reference was received from the Section Officer to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-38011/01/2021 – IR(B-II), dated 07.06.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

1. “Whether the action of the management of M/s. Chennai Radha Engineering Works (P) Limited, Contractor, Paradip Port Trust, Paradip in denying the retrenchment compensation to the workmen under section 25-F of the I.D. Act, 1947 is legal and/or justified? If not, what relief the workmen are entitled to?”
2. “Whether the action of the management of M/s. Chennai Rahda Engineering Works (P) Limited, Contractor, Paradip Port Trust, Paradip in retrenching the workmen without obtaining prior permission of the Appropriate Government is legal and/or justified? If not, what relief the workmen are entitled under sub-section-9 of section 25-N of I.D. Act, 1947?”
- 3.

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.
3. Despite directions so given, no statement of claim is received from the 2<sup>nd</sup> party-Union.
4. On receipt of the above reference, notice was sent to the 2<sup>nd</sup> Party-Union on 20.12.2021 and on dated 13.01.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2<sup>nd</sup> Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2<sup>nd</sup> Party-Union. Despite service of the notice, the 2<sup>nd</sup> Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2<sup>nd</sup> Party-Union is not interested in adjudication of the reference on merits.
5. Since the 2<sup>nd</sup> Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.
6. In view of such, no claim Order is passed by this Tribunal.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2024

**का.आ. 2142.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (08/2015) प्रकाशित करती है।

[सं. एल -12011/91/2014- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 25th November, 2024

**S.O. 2142.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 08/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/91/2014- IR (B-I)]

SALONI, Dy. Director

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/08/2015

Present: P.K.Srivastava

H.J.S..( Retd)

General Secretary

Dainik Vetan Bhogi Bank Karmachari Sangathan

F-1, Karmabhoomi, Tripti Vihar, Opp. Engineering

College, Ujjain (M.P.)

Workman

**Versus****The Chief General Manager****State Bank of India,****Local Head Office – Bhopal (M.P.)****Management****AWARD****(Passed on this 10<sup>th</sup> day of October-2024.)**

As per letter dated 01/01/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-12011/91/2014/IR(B-I) dt. 01/01/2015. The dispute under reference related to :-

*“क्या मुख्य महाप्रबंधक भारतीय स्टेट बैंक स्थानीय प्रधान कार्यालय, भोपाल द्वारा श्री वीरेन्द्र नरवले द्वारा 20.07.2000 से 16.08.2012 तक बैंक की होलकर कालेज इंदौर शाखा में काम करवाकर दिनांक 16.08.2012 से बिना किसी नोटिस या मुआवजा के काम से बिठा देना न्यायोचित है ? अगर नहीं तो श्री वीरेन्द्र नरवले किस अनुतोश के अधिकारी हैं।”*

After registering the case on the basis of the reference received, Notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

**In short**, the case of the workman is that he has engaged in the Branch by the Branch Manager on 20.07.2000 as daily wager and worked till 16.08.2012 continuously. His services were terminated by Bank under an oral order without any notice or compensation, which is against Section 25-F & 25-G of the Act, hence against law. The workman has requested that holding the action of management disengaging him against law, he be held entitled to be reinstated with all back wages and benefits and also to be regularized in service.

**According to management**, the workman did not work continuously for 240 days in the year preceding the date of his termination. He was a casual labour, engaged as and when required and was paid on daily wages. Also that the State Bank of Indore merged in the State Bank of India vide acquisition notification dated 28.07.2010 issued by the Central Government which came into force on expiry of 30 days from the date of notification i.e. from 27.08.2010 and according to this notification, services of only the permanent employees and officers as well those on probation were transferred from transferor bank to transferee bank. Management has requested that the reference be answered against the workman.

**In evidence**, the workman union filed photocopy documents, which they never cared to prove. The workman union did file affidavit of the workman as his examination in chief but he never turned up for cross examination. Management also did not file affidavit of its witness as his examination in chief. Management filed calculation sheets for payment of bonus to the workman in the year 2006-07, 2007-08, 2008-09, 2010-11, 2011-12 and 2012-13.

None was present for workman side at argument stage. No written argument was filed. Management learned Counsel Shri Pranay Choubey submitted his oral arguments.

I have gone through the record.

The reference itself is the issue for determination.

The burden to prove his case on workman side. The engagement of the workman by management is not denied. What is denied is the days workman worked with the management. There is no oral evidence in support of the allegations that the workman worked continuously for 240 days in the year preceding the date of his termination. The list of days the workman worked, filed by the management with regard to payment of bonus to the workman, as mentioned above shows that in none of these years, the workman worked for a period of 240 days in one year. The affidavit of the workman on which the management could not get opportunity of cross examination cannot be read in his support. Hence, the workman union is held to have failed in proving continuous engagement of the workman for 240 days in any year.

**Hence, holding the case of the workman union not proved, the reference deserves to be answered against the workman and is answered accordingly. No order as to cost.**

DATE: 10/10/2024

P. K. SRIVASTAVA, Presiding Officer



नई दिल्ली, 25 नवम्बर, 2024

**का.आ. 2143.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (36/2015) प्रकाशित करती है।

[सं. एल -12011/14/2015- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 25th November, 2024

**S.O. 2143.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 36/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/14/2015- IR (B-I)]

SALONI, Dy. Director

**ANNEXURE****THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/36/2015****Present: P.K.Srivastava****H.J.S..( Retd)****General Secretary****Dainik Vetan Bhogi Bank Karmachari Sangathan****F-1, Karmabhoomi, Tripti Vihar, Opposite Engineering****College, Ujjain (M.P.)****Workman****Versus****The Chief General Manager****State Bank of India,****Local Head Office – Hoshangabad Road****Bhopal (M.P.)****Management****AWARD****(Passed on this 15<sup>th</sup> day of October-2024.)**

As per letter dated 19/03/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-12011/14/2015/IR(B-I) dt. 19/03/2015. The dispute under reference related to :-

**“क्या मुख्य महाप्रबंधक, भारतीय स्टेट बैंक, स्थानीय प्रधान कार्यालय, भोपाल द्वारा श्री मुकेश कुमार गंगवाल द्वारा 07.06.2004 से लगातार बैंक नियंत्रणाधीन शाखा, शाहजापुर म.प्र. में काम करने पर भी/नियमित न करना न्यायोचित है ? अगर नहीं तो श्री मुकेश कुमार गंगवाल किस अनुतोश के अधिकारी हैं ?**

After registering the case on the basis of the reference received, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

**In short**, the case of the workman side is that he has engaged in the Branch by the Branch Manager on 07.06.2005 as daily wager and worked till 31.08.2012 continuously. His services were terminated by Bank under an oral order without any notice or compensation, which is against Section 25-F & 25-G of the Act, hence against law. He has not been paid wages payable to the permanent peon inspite of the fact that the workman and the permanent peon discharged same duties. He has requested that holding the action of management disengaging him against law, he be held entitled to be reinstated with back wages and benefits.

**According to management**, the workman was a daily wager who did not work continuously for 240 days in the year preceding the date of his termination. He was a casual labour, engaged as and when required and was paid on daily wages. His disengagement is not against the Act. Management has requested that the reference be answered against the workman.

**In evidence**, the workman union filed affidavit of the workman but he did not turn up for cross examination. They did file some photocopy documents, which were not admitted by management, but did not care to prove. Management filed affidavit of its witness as his examination in chief. No cross examination was done by workman side.

None was present for workman side at argument stage. No written argument was filed. Management learned Counsel Shri Vijay Tripathi submitted his oral argument.

I have gone through the record in the light of the arguments.

The reference itself is the issue for determination.

The burden to prove that, the workman had completed in continuous engagement of the management for the period of 240 days or more in an year is on workman union. The workman, who filed his affidavit as his examination in chief did not turn up for cross examination, hence contents of his affidavit cannot be read in his support. The workman has also filed photocopy documents which have been not admitted by management but never cared to prove. One document is photocopy statement regarding payment of bonus to the workman from 2005 to 2013, which shows that the workman did not complete 240 days in any year from 2005 to 2013.

**Hence, holding that the workman union has failed to prove the continuous engagement of the workman for a period of 240 days in any year, including the year preceding date of his termination, the reference deserves to answered against the workman union and is answered accordingly. No order as to cost.**

DATE: 15/10/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2024

**का.आ. 2144.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (71/2014) प्रकाशित करती है।

[सं. एल -12011/43/2014- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 25th November, 2024

**S.O. 2144.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 71/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/43/2014- IR (B-I)]

SALONI, Dy. Director

## ANNEXURE

## THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/71/2014

Present: P.K.Srivastava

H.J.S..( Retd)

General Secretary

Dainik Vetan Bhogi Bank Karmachari Sangathan

F-1, Karmabhoomi, Tripti Vihar, Opposite Engineering

College, Ujjain (M.P.)

Workman

Versus

The Chief General Manager

State Bank of India,

Local Head Office – Hoshangabad Road

Bhopal (M.P.)

Management

## AWARD

(Passed on this 14<sup>th</sup> day of October-2024.)

As per letter dated 13/08/2014 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-12011/43/2014/IR(B-I) dt. 13/08/2014. The dispute under reference related to :-

***“Whether, the demand of Union claiming difference of wages in favour of Shri Mukesh Kumar Gangwal, Daily Wage Employee from 07.06.2005 to 31.08.2012 is justified or not ? If so, what relief the daily wagger is entitled for ?”***

This reference was amended by the Central Government, which was received by this Tribunal. The amended reference is as follows :-

***“Whether, the demand of Dainik Wetan Bhogi Bank Karmachari Sangathan claiming difference of wages in favour of Shri Mukesh Kumar Gangwal, Daily Wage Employee from 07.06.2005 to 31.08.2012 is justified or not ? If so, what relief Shri Mukesh Kumar Gangwal is entitled for ?”***

After registering the case on the basis of the reference received, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

**In short**, the case of the workman side is that he has engaged in the Branch by the Branch Manager on 07.06.2005 as daily wagger and worked till 31.08.2012 continuously. His services were terminated by Bank under an oral order without any notice or compensation, which is against Section 25-F & 25-G of the Act, hence against law. He has not paid the workman wages payable to the permanent peon inspite of the fact that the workman and the permanent peon discharged same duties. He has requested that holding the action of management disengaging him against law, he be held entitled to the same wages admissible to permanent peon.

**According to management**, the workman was a daily wagger who did not work continuously for 240 days in the year preceding the date of his termination. He was a casual labour, engaged as and when required and was paid on daily wages. He is not entitled to parity in wages with permanent staff. Management has requested that the reference be answered against the workman.

**In evidence**, the workman union filed no affidavit. They did file some photocopy documents, which were not admitted by management, but did not care to prove. Management filed affidavit of its witness as his examination in chief. No cross examination was done by workman side.

None was present for workman side at argument stage. No written argument was filed. Management learned Counsel Shri Vijay Tripathi submitted his oral argument.

I have gone through the record in the light of the arguments.

The reference itself is the issue for determination.

Management has referred to Judgment of Hon'ble the Supreme Court in the case of *State of Rajasthan Vs.*

*Daya Lal and Others, (2011) 2 SCC 429*, relevant paragraphs are being reproduced as follows :-

This extract is taken from *State of Rajasthan v. Daya Lal, (2011) 2 SCC 429 : (2011) 1 SCC (L&S) 340 : 2011 SCC OnLine SC 172 at page 435*

**“12.** We may at the outset refer to the following well-settled principles relating to regularisation and parity in pay, relevant in the context of these appeals:

- (i) *The High Courts, in exercising power under Article 226 of the Constitution will not issue directions for regularisation, absorption or permanent continuance, unless the employees claiming regularisation had been appointed in pursuance of a regular recruitment in accordance with relevant rules in an open competitive process, against sanctioned vacant posts. The equality clause contained in Articles 14 and 16 should be scrupulously followed and Courts should not issue a direction for regularisation of services of an employee which would be violative of the constitutional scheme. While something that is irregular for want of compliance with one of the elements in the process of selection which does not go to the root of the process, can be regularised, back door entries, appointments contrary to the constitutional scheme and/or appointment of ineligible candidates cannot be regularised.*
- (ii) *Mere continuation of service by a temporary or ad hoc or daily-wage employee, under cover of some interim orders of the court, would not confer upon him any right to be absorbed into service, as such service would be “litigious employment”. Even temporary, ad hoc or daily-wage service for a long number of years, let alone service for one or two years, will not entitle such employee to claim regularisation, if he is not working against a sanctioned post. Sympathy and sentiment cannot be grounds for passing any order of regularisation in the absence of a legal right.*
- (iii) *Even where a scheme is formulated for regularisation with a cut-off date (that is a scheme providing that persons who had put in a specified number of years of service and continuing in employment as on the cut-off date), it is not possible to others who were appointed subsequent to the cut-off date, to claim or contend that the scheme should be applied to them by extending the cut-off date or seek a direction for framing of fresh schemes providing for successive cut-off dates.*
- (iv) *Part-time employees are not entitled to seek regularisation as they are not working against any sanctioned posts. There cannot be a direction for absorption, regularisation or permanent continuance of part-time temporary employees.*
- (v) *Part-time temporary employees in government-run institutions cannot claim parity in salary with regular employees of the Government on the principle of equal pay for equal work. Nor can employees in private employment, even if serving full time, seek parity in salary with government employees. The right to claim a particular salary against the State must arise under a contract or under a statute.*

See *State of Karnataka v. Umadevi* (3) [(2006) 4 SCC 1 : 2006 SCC (L&S) 753] , *M. Raja v. CEERI Educational Society* [(2006) 12 SCC 636 : (2007) 2 SCC (L&S) 334] , *S.C. Chandra v. State of Jharkhand* [(2007) 8 SCC 279 : (2007) 2 SCC (L&S) 897] , *Kurukshetra Central Coop. Bank Ltd. v. Mehar Chand* [(2007) 15 SCC 680 : (2010) 1 SCC (L&S) 742] and *Official Liquidator v. Dayanand* [(2008) 10 SCC 1 : (2009) 1 SCC (L&S) 943] .”

Another case *State of Haryana & Others Vs. Tilak Raj and Others, AIR 2007 2658*, referred to from the side of management, in which the same principle has been reiterated.

More ever, the Bipartite Settlements protect and apply only with respect to the regular staff with respect to their pay and salary.

**Hence, holding the case of the workman union not legal, the reference deserves to be answered against the workman and is answered accordingly. No order as to cost.**

DATE: 14/10/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2024

**का.आ. 2145.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (37/2015) प्रकाशित करती है।

[सं. एल -12011/13/2015- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 25th November, 2024

**S.O. 2145.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 37/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/13/2015- IR (B-I)]

SALONI, Dy. Director

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/37/2015

Present: P.K.Srivastava

H.J.S..( Retd)

General Secretary

Dainik Vetan Bhogi Bank Karmachari Sangathan

F-1, Karmabhoomi, Tripti Vihar, Opp. Engineering

College, Ujjain (M.P.)

Workman

Versus

The Regional Manager

State Bank of India,

Regional Business Office,

5, Yashwanth, Indore (M.P.)

Management

#### AWARD

(Passed on this 15<sup>th</sup> day of October-2024.)

As per letter dated 19/03/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-12011/13/2015/IR(B-I) dt. 19/03/2015. The dispute under reference related to :-

*“क्या भारतीय स्टेट बैंक, क्षेत्रीय प्रबंधक, क्षेत्र-4 इंदौर द्वारा श्री राजेश मालवीय को 02.04.2004 लगातार वर्ष में 240 दिनों से अधिक कार्य करने के उपरांत भी बैंक में स्थायी नहीं करना न्यायोचित है ? यदि नहीं तो श्री राजेश मालवीय किस अनुतोश के अधिकारी हैं ?*

After registering the case on the basis of the reference received, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

**In short**, the case of the workman side is that he has engaged in the Branch by the Branch Manager on 02.04.2004 as daily wager and worked till 02.01.2014 continuously. His services were terminated by Bank under an oral order without any notice or compensation, which is against Section 25-F & 25-G of the Act, hence against law. He has not been paid wages payable to the permanent peon inspite of the fact that the workman and the permanent peon discharged same duties. He has requested that holding the action of management disengaging him against law, he be held entitled to be reinstated with back wages and benefits.

**According to management**, the workman was a daily wager who did not work continuously for 240 days in the year preceding the date of his termination. He was a casual labour, engaged as and when required and was paid on daily wages. His disengagement is not against the Act. Management has requested that the reference be answered against the workman.

**In evidence**, the workman union filed affidavit of the workman but he did not turn up for cross examination. They did file some photocopy documents, which were not admitted by management, but did not care to prove. Management filed affidavit of its witness as his examination in chief. No cross examination was done by workman side.

None was present for workman side at argument stage. No written argument was filed. Management learned

Counsel Shri Vijay Tripathi submitted his oral argument.

I have gone through the record in the light of the arguments.

The reference itself is the issue for determination.

The burden to prove that, the workman had completed in continuous engagement of the management for the period of 240 days or more in an year is on workman union. The workman, who filed his affidavit as his examination in chief did not turn up for cross examination, hence contents of his affidavit cannot be read in his support. The workman has also filed photocopy documents which have been not admitted by management but never cared to prove. One document is photocopy statement regarding payment of bonus to the workman from 2004-05 to 2010-11, which shows that the workman did not complete 240 days in any year from 2004-05 to 2010-11.

**Hence, holding that the workman union has failed to prove the continuous engagement of the workman for a period of 240 days in any year, including the year preceding date of his termination, the reference deserves to answered against the workman union and is answered accordingly. No order as to cost.**

DATE: 15/10/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2024

**का.आ. 2146.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन, संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (38/2023) प्रकाशित करती है।

[सं. एल -41011/21/2023- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 25th November, 2024

**S.O. 2146.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 38/2023) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Paschim Railway and their workmen.

[No. L-41011/21/2023- IR (B-I)]

SALONI, Dy. Director

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/38/2023

Present: P.K.Srivastava

H.J.S..( Retd)

Shri Suresh Kumar Meena,  
Board President,  
Paschim Railway Karmchari Parisad,  
32/4, TIT Building, Indra Nagar,  
Ratlam(M.P.) - 457001

Workman

Versus

The Divisional Railway Manager,  
Ratlam, (M.P.) - 457001

Management

#### AWARD

(Passed on this 23<sup>rd</sup> day of October-2024.)

As per letter dated 12/04/2023 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number L-41011/21/2023 (IR(B-I)) dt. 12/04/2023. The dispute under reference related to :-

“ क्या पश्चिम रेल प्रबंधक द्वारा रतलाम मंडल के कार्यरत पॉइंट्समेन संवर्ग के कर्मचारियों की ड्यूटी 8 घण्टे के स्थान पर 12 घण्टे करना उचित. कानूनी और न्यायसंगत है? यदि नहीं, तो कर्मचारी किस अनुतोष को पाने का हकदार है और इस संबंध में और कौन से निर्देश, यदि कोई हों, आवश्यक? ”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

#### AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 23/10/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2024

**का.आ. 2147.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस ई सी रेलवे के प्रबंधन, संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (110/2011) प्रकाशित करती है।

[सं. एल -41012/41/2011- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 25th November, 2024

**S.O. 2147.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 110/2011) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of S.E.C. Railway and their workmen.

[No. L-41012/41/2011- IR (B-I)]

SALONI, Dy. Director

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/110/2011

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Shyam Panika,

S/o Lal Shah Panika,

C/o Ramdhani Roy, Teacher,

Near Narsharha Depot, Shahdol,

Distt. – Shahdol (MP)

Workman

Vs

1. **The Divisional Engineer (North),  
S.E.C. Railway,  
Bilaspur (CG)**
2. **The Sr. Divisional Operation Management (CIC),  
S.E.C. Railway,  
Bilaspur (CG)**

**Management**

**(JUDGEMENT)**

**(Passed on this 21<sup>st</sup> day of October-2024)**

As per letter dated 28/11/2011 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-41012/41/2011-IR(B-I) dt. 28/11/2011. The dispute under reference relates to:

***"Whether, the action of the management of SEC Railway, Bilaspur in removing Shri Shyam Panika, Ex-Porter from service w.e.f. 24/01/2005, is legal and justified? To what relief the workman is entitled?"***

After registering under basis of reference, notices were issued to parties. They appeared and filed their respective statements of claim and defense.

**According to the workman**, he was first appointed on compassionate ground as a Porter on 22.11.2002 and worked till 24.01.2005. He was dismissed from service by management on the charge of unauthorised absence. According to the workman, he received information about illness of his mother on 02.10.2003 when he was on duty; he proceeded for his native home in District Shahdol after filling an application of leave with the Station Master. He got his mother treated and when he came back after her recovery on 23.10.2003, he was terminated by management on the charge of unauthorised absence. It is the case of workman that the punishment was disproportionate and even the charges were not proved. The workman has thus prayed that holding the action of management in dismissing him is against law and arbitrary, he be entitled to be reinstated with all back wages and benefits.

**Case of management** is mainly that the workman is habitual absentee, a charge sheet under Rule 9 of Railway Services (D&A) Rules 1968, (in short rules of 1968) was issued against him on 14.04.2004 for his unauthorised absence from work for the period of 06.08.2003 to 25.02.2004. The charge sheet was received by him on 29.04.2004 but he did not serve any explanation, hence management decided to conduct a departmental enquiry. Enquiry Officer was appointed vide order dated 31.05.2004. The enquiry was conducted as per rules and procedure. The Enquiry Officer submitted his enquiry report dated 20.09.2004 holding the charges proved. The Disciplinary Authority issued a show cause notice to the workman with a copy of the enquiry report which was not served on him. Hence, was pasted on station notice board and was also sent on his home address recorded in his service record. But was returned undelivered. The workman did not submit any representation against the enquiry report. The Disciplinary Authority agreed with the enquiry report as well the findings and passed the impugned punishment of removal of workman from service which is proportionate to the charges. Management has thus prayed that the reference be answered against the workman.

**At evidence stage**, the workman did not produce any evidence. The management filed enquiry papers and also filed affidavit of its witness as his examination in chief. No cross examination was done from the side of workman.

I have heard argument of Learned Counsel for Management Shri SK Gupta. None was present for argument from side of workman. None of the parties have filed any written arguments.

I have gone through the record.

On perusal of record in the light of arguments, following issues arise for determination.

- 1) ***Whether the charges are proved from the enquiry papers.***
- 2) ***Whether the punishment proposed is proportionate to the charges proved.***

Since both the issue are interrelated, they are been taken together.

From perusal of enquiry papers, it comes out the workman participated in the enquiry, he cross-examined the management witness. The defense taken by the workman with regard to his unauthorised absence was illness of mother as well the bad mental health of his brother. But, no evidence in this respect was produced by the management during the enquiry. Hence, the finding of the Enquiry Officer that the workman while faulty and un authorizedly absented himself from duty, recorded by the Enquiry Officer on the basis of evidence in enquiry cannot be held to be



perverse. Hence, holding the finding of the enquiry officer correct in law and fact it is affirmed.

As regards punishment, the charge of wilful and unauthorised and absence from duty is a major misconduct according to the Service Rules of 1968 which attract major punishment of removal from service.

The settled preposition of law in this respect is that until the punishment is so excessive that it shocks the conscience of this Tribunal it should not be interfered with. Hence, the punishment also cannot be held excessive and disproportionate to the charge formed.

On the basis of above discussion the reference is answered as follows.

#### AWARD

**Holding the action of management of SEC Railway, Bilaspur in removing Shri Shyam Panika, Ex-Porter from service w.e.f. 24.01.2005 is legal and justified. He is held entitled to no relief.**

**No order as to cost.**

DATE:- 21/10/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

**का.आ. 2148.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासन .कमांडर स्टेशन मुख्यालय (नागरिक सुरक्षा) चंडी मंदिर कैंट। पंचकुला ds प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (101/2019) प्रकाशित करती है।

[सं. एल -12025/01/2024- आई आर (बी-I)-237]

सलोनी, उप निदेशक

New Delhi, the 26th November, 2024

**S.O. 2148.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 101/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter ( Civil Defence) Chandi Mandir Cantt. Panchkula and their workmen.

[No. L-12025/01/2024- IR (B-I)-237]

SALONI, Dy. Director

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

**Present: Sh. Kamal Kant, Presiding Officer.**

ID No.101/2019

Registered on:-01.10.2019

Sh. Karamveer S/o Sh. Dass Ram, R/o 1328, Indira Colony, Sector 17, Panchkula, Haryana.

Workman

#### Versus

1. Admn. Commander Station Head Quarter(Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s A.A. Foundation for safety, Head Office-5919, DLF City, Face-4, Gurugaon-122022.

Respondents/Management

**AWARD****Passed on:-22.07.2024**

1. The workman Karamveer has directly filed this claim petition under Section 2-A of the Industrial Dispute Act 1947(hereinafter called the Act) for reinstatement in service with full back wages.
2. During the pendency of the proceedings before this Tribunal, learned AR for workman Sh. Jang Bahadur has made a statement that he withdraws the present reference which may be dismissed as withdrawn, which is recorded separately.
3. In view of the statement made by the learned AR for workman, the present claim petition deserves to be dismissed as withdrawn. Accordingly, the instant claim petition registered as ID No.101/2019 stands withdrawn and dismissed. Present reference is therefore dismissed. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

**का.आ. 2149.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासन. कमांडर स्टेशन मुख्यालय (नागरिक सुरक्षा) चंडी मंदिर कैंट। पंचकुला के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (122/2019) प्रकाशित करती है।

[सं. एल -12025/01/2024- आई आर (बी-I)-238]

सलोनी, उप निदेशक

New Delhi, the 26th November, 2024

**S.O. 2149.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.122/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter ( Civil Defence) Chandi Mandir Cantt. Panchkula and their workmen.

[No. L-12025/01/2024- IR (B-I)-238]

SALONI, Dy. Director

**ANNEXURE****In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.****Present: Sh. Kamal Kant, Presiding Officer.**

ID No.122/2019

Registered on:-03.10.2019

Sh. Naveen Kumar S/o Sh. Toshan Ram, R/o 228, Beer Ghaghar, Panchkula, Haryana.

....

.....Workman

**Versus**

1. Admn. Commander Station Head Quarter(Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitators Pvt. Ltd. 2253/1 2<sup>nd</sup> Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

...Respondents/Management

**AWARD****Passed on:-31.07.2024**

1. The workman Naveen Kumar has directly filed this claim petition under Section 2-A of the Industrial Dispute Act 1947(hereinafter called the Act) for reinstatement in service with full back wages.

2. During the pendency of the proceedings before this Tribunal, learned AR for workman Sh. Jang Bahadur has made a statement that he withdraws the present reference which may be dismissed as withdrawn, which is recorded separately.

3. In view of the statement made by the learned AR for workman, the present claim petition deserves to be dismissed as withdrawn. Accordingly, the instant claim petition registered as ID No.122/2019 stands withdrawn and dismissed. Present reference is therefore dismissed. File after completion be consigned in the record room.

KAMAL KANT, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2150.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स अशोक कुमार जैन एंड ब्रदर्स, सी/ओ यमुना स्पोर्ट्स कॉम्प्लेक्स, योजना विहार, दिल्ली; उपाध्यक्ष, डीडीए, विकास सदन, आईएनए, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री वरदानी, कामगार, द्वारा - मेसर्स समस्त औद्योगिक श्रमिक विकास संघ, दिलशाद गार्डन, दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 152/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42025-07-2024-204-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2150.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 152/2017) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Ashok Kumar Jain & Bros, C/o Yamuna Sports Complex, Yojna Vihar, Delhi ;The Vice Chairman, DDA, Vikas Sadan, INA, New Delhi, and Shri Vardani ,Worker, through- M/s Samast Audhyogik Shramik Vikas Union, Dilshad Garden, Delhi,** which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42025-07-2024-204-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI NO.1 NEW DELHI.

##### **DID.No. 152/2017**

Sh. Vardani S/o Sh. Kalu Ram,  
Represented by M/s Samast Audhyogik Shramik Vikas Union,  
367-A, Pkt J&K, Dilshad Garden,  
Delhi-110095.

Workman

#### Versus

1. M/s Ashok Kumar Jain & Bros,  
C/o Yamuna Sports Complex,  
Yojna Vihar, Delhi-11092.
2. The Vice Chairman,  
DDA, Vikas Sadan, INA,  
New Delhi.

....Management

**AWARD**

1. This is an application under Section 2-A of the I.D. Act whereby, the applicant made prayer that his termination from the service on 01.07.2016 by the management which be declare illegal and unjustified and he be reinstated with full back wages. He has not been provided any legal facilities. When the workman went to join his job he was illegally terminated from his service on 01.07.2016 without any rhyme or reason and without conducted any domestic enquiry by the management. He has initiated the conciliation proceeding but, no result. Hence, he had filed the present claim petition.

2. Management no.1&2 appeared and filed the rebuttal written statement. After that, rejoinder was filed and issues were framed. And after that, case was listed for claimant listed on 11.06.2018. Thereafter, none appeared on behalf of the claimant nor his A/R appeared despite providing a number of opportunities, claimant have not appeared to substantiate his claim.

3. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Let a copy of this Award be sent for publication as required under Section 17 of Act.

Date : 7/11/2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2151.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स अशोक कुमार जैन एंड ब्रदर्स, सी/ओ यमुना स्पोर्ट्स कॉम्प्लेक्स, योजना विहार, दिल्ली; उपाध्यक्ष, डीडीए, विकास सदन, आईएनए, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री अनिल शर्मा, कामगार, द्वारा - मेसर्स समस्त औद्योगिक श्रमिक विकास संघ, दिलशाद गार्डन, दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 153/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42025-07-2024-205-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2151.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 153/2017) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Ashok Kumar Jain & Bros, C/o Yamuna Sports Complex, Yojna Vihar, Delhi ;The Vice Chairman, DDA, Vikas Sadan, INA, New Delhi, and Shri Anil Sharma, Worker, through- M/s Samast Audhyogik Shramik Vikas Union, Dilshad Garden, Delhi**, which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42025-07-2024-205-IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE****THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI NO.1  
NEW DELHI.**

**DID.No. 153/2017**

Sh. Anil Sharma,

Represented by M/s Samast Audhyogik Shramik Vikas Union,

367-A, Pkt J&K, Dilshad Garden,

Delhi-110095.

.....Workman

**Versus**

1. M/s Ashok Kumar Jain & Bros,  
C/o Yamuna Sports Complex,  
Yojna Vihar, Delhi-11092.
2. The Vice Chairman,  
DDA, Vikas Sadan, INA,  
New Delhi.

.....Management

**AWARD**

1. This is an application under Section 2-A of the I.D. Act whereby, the applicant made prayer that his termination from the service on 01.07.2016 by the management which be declare illegal and unjustified and he be reinstated with full back wages. He has not been provided any legal facilities. When the workman went to join his job he was illegally terminated from his service on 01.07.2016 without any rhyme or reason and without conducted any domestic enquiry by the management. He has initiated the conciliation proceeding but, no result. Hence, he had filed the present claim petition.
2. Management no.1&2 appeared and filed the rebuttal written statement. After that, rejoinder was filed and issues were framed. And after that, case was listed for claimant listed on 11.06.2018. Thereafter, none appeared on behalf of the claimant nor his A/R appeared despite providing a number of opportunities, claimant have not appeared to substantiate his claim.
3. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2152.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स अशोक कुमार जैन एंड ब्रदर्स, सी/ओ यमुना स्पोर्ट्स कॉम्प्लेक्स, योजना विहार, दिल्ली; उपाध्यक्ष, डीडीए, विकास सदन, आईएनए, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री सोहन पाल, कामगार, द्वारा - मेसर्स समस्त औद्योगिक श्रमिक विकास संघ, दिलशाद गार्डन, दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 143/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42025-07-2024-206-आईआर (डीयू)]

दिलीप कुमार, अवसर सचिव

New Delhi, the 26th November, 2024

**S.O. 2152.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 143/2017) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Ashok Kumar Jain & Bros, C/o Yamuna Sports Complex, Yojna Vihar, Delhi; The Vice Chairman, DDA, Vikas Sadan, INA, New Delhi, and Shri Sohan Pal, Worker, through- M/s Samast Audhyogik Shramik Vikas Union, Dilshad Garden, Delhi**, which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42025-07-2024-206-IR (DU)]

DILIP KUMAR, Under Secy.

## ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI NO.1  
NEW DELHI.

DID.No. 143/2017

Sh. Sohan Pal S/o Sh. Ganpat,

Represented by M/s Samast Audhyogik Shramik vikas Union,

367-A, Pkt J&amp;K, Dilshad Garden,

Delhi-110095.

.....Workman

## Versus

1. M/s Ashok Kumar Jain & Bros,  
C/o Yamuna Sports Complex,  
Yojna Vihar, Delhi-11092.
2. The Vice Chairman,  
DDA, Vikas Sadan, INA,  
New Delhi.

.....Management

## AWARD

1. This is an application under Section 2-A of the I.D. Act whereby, the applicant made prayer that his termination from the service on 01.07.2016 by the management which be declare illegal and unjustified and he be reinstated with full back wages. He has not been provided any legal facilities. When the workman went to join his job he was illegally terminated from his service on 01.07.2016 without any rhyme or reason and without conducted any domestic enquiry by the management. He has initiated the conciliation proceeding but, no result. Hence, he had filed the present claim petition.

2. Management no.1&2 appeared and filed the rebuttal written statement. After that, rejoinder was filed and issues were framed. And after that, case was listed for claimant listed on 11.06.2018. Thereafter, none appeared on behalf of the claimant nor his A/R appeared despite providing a number of opportunities, claimant have not appeared to substantiate his claim.

3. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Let a copy of this Award be sent for publication as required under Section 17 of Act.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2153.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स अशोक कुमार जैन एंड ब्रदर्स, सी/ओ यमुना स्पोर्ट्स कॉम्प्लेक्स, योजना विहार, दिल्ली; उपाध्यक्ष, डीडीए, विकास सदन, आईएनए, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री कृष्ण कुमार, कामगार, द्वारा - मेसर्स समस्त औद्योगिक श्रमिक विकास संघ, दिलशाद गार्डन, दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 151/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42025-07-2024-207-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2153.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 151/2017) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Ashok Kumar Jain & Bros, C/o Yamuna Sports Complex, Yojna Vihar, Delhi; The Vice Chairman, DDA, Vikas Sadan, INA, New Delhi, and Shri Krishan Kumar, Worker, through- M/s Samast Audhyogik Shramik Vikas Union, Dilshad Garden, Delhi**, which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42025-07-2024-207-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI NO.1 NEW DELHI.

##### DID.No. 151/2017

Sh. Krishan Kumar S/o Sh. Bhim Singh,  
Represented by M/s Samast Audhyogik Shramik Vikas Union,  
367-A, Pkt J&K, Dilshad Garden,  
Delhi-110095.

.....Workman

#### Versus

1. M/s Ashok Kumar Jain & Bros,  
C/o Yamuna Sports Complex,  
Yojna Vihar, Delhi-11092.
2. The Vice Chairman,  
DDA, Vikas Sadan, INA,  
New Delhi.

.....Management

#### AWARD

1. This is an application under Section 2-A of the I.D. Act whereby, the applicant made prayer that his termination from the service on 01.07.2016 by the management which be declare illegal and unjustified and he be reinstated with full back wages. He has not been provided any legal facilities. When the workman went to join his job he was illegally terminated from his service on 01.07.2016 without any rhyme or reason and without conducted any domestic enquiry by the management. He has initiated the conciliation proceeding but, no result. Hence, he had filed the present claim petition.

2. Management no.1&2 appeared and filed the rebuttal written statement. After that, rejoinder was filed and issues were framed. And after that, case was listed for claimant listed on 11.06.2018. Thereafter, none appeared on behalf of the claimant nor his A/R appeared despite providing a number of opportunities, claimant have not appeared to substantiate his claim.

3. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Let a copy of this Award be sent for publication as required under Section 17 of Act.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2154.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधक, राष्ट्रीय विज्ञान संस्थान, पूसा कॉम्प्लेक्स, दिल्ली; प्रबंधक, राजेंद्र सिंह सुरक्षा एजेंसी, मानसरोवर गार्डन, नई दिल्ली, के प्रबंधन के संबंधित नियोजकों और श्री वेद प्रकाश, कामगार, द्वारा - महासचिव, राष्ट्रीय राजधानी श्रमिक संघ (रजि.), नजफगढ़, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 36/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42025-07-2024-208-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

S.O. 2154.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 36/2020) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Manager, National Institute of Science, Pusa Complex, Delhi; The Manager, Rajender Singh Security Agency, Mansarover Garden, New Delhi, and Shri Ved Prakash, Worker, Through- The General Secretary, Rashtriya Rajdhani Shramik Sangh (Regd.), Najafgarh, New Delhi**, which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42025-07-2024-208-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI NO.1 NEW DELHI.

DID.No. 36/2020

Sh. Ved Prakash S/o Sh. Bharat Singh,  
Through Sh. Ishwar Singh Mudgil, General Secretary,  
Rashtriya Rajdhani Shramik Sangh (Regd.),  
House No. 256, Polr No. 58,  
Village & Post Office Kair, Najafgarh,  
New Delhi-110043.

.....Workman

#### Versus

1. Manager,  
National Institute of Science,  
Dr. K.S. Krishna Marg, Pusa Complex,  
Delhi-110012.
2. Manager,  
Rajender Singh Security Agency,  
W.Z.-30, First Floor, Mansarover Garden,  
New Delhi-110015.

.....Management



**AWARD**

1. This is an application under Section 2-A of the I.D. Act whereby, the applicant made prayer that his termination from the service on 16.05.2019 by the management which be declare illegal and unjustified and he be reinstated with full back wages. He has not been provided any legal facilities. When the workman went to join his job he was illegally terminated from his service on 16.05.2019 without any rhyme or reason and without conducted any domestic enquiry by the management. He has initiated the conciliation proceeding but, no result. Hence, he had filed the present claim petition.

2. Management no.1 appeared and filed the rebuttal written statement. But, none appeared on behalf of the management no.2 nor filed their written statement. Thereafter, none appeared on behalf of the claimant nor his A/R appeared despite providing a number of opportunities, claimant have not appeared to substantiate his claim.

3. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Let a copy of this Award be sent for publication as required under Section 17 of Act.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2155.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधक, राष्ट्रीय विज्ञान संस्थान, पूसा कॉम्प्लेक्स, दिल्ली; प्रबंधक, राजेंद्र सिंह सुरक्षा एजेंसी, मानसरोवर गार्डन, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री श्रीराम पांडे, कामगार, द्वारा - महासचिव, राष्ट्रीय राजधानी श्रमिक संघ (रजि.), नजफगढ़, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 37/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42025-07-2024-209-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2155.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2020) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Manager, National Institute of Science, Pusa Complex, Delhi; The Manager, Rajender Singh Security Agency, Mansarover Garden, New Delhi, and Shri Shriram Pandey, Worker, Through- The General Secretary, Rashtriya Rajdhani Shramik Sangh (Regd.), Najafgarh, New Delhi**, which was received along with soft copy of the award by the Central Government on 26.11.2024

[No. L-42025-07-2024-209-IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE****THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI NO.1  
NEW DELHI.****DID.No. 37/2020**

Sh. Shriram Pandey S/o Sh. Khushi Ram,  
Through Sh. Ishwar Singh Mudgil, General Secretary,  
Rashtriya Rajdhani Shramik Sangh (Regd.),  
House No. 256, Polr No. 58,  
Village & Post Office Kair, Najafgarh,  
New Delhi-110043.

.....Workman

**Versus**

1. Manager,  
National Institute of Science,  
Dr. K.S. Krishna Marg, Pusa Complex,  
Delhi-110012.
2. Manager,  
Rajender Singh Security Agency,  
W.Z.-30, First Floor, Mansarover Garden,  
New Delhi-110015.

.....Management

**AWARD**

1. This is an application under Section 2-A of the I.D. Act whereby, the applicant made prayer that his termination from the service on 16.05.2019 by the management which he declared illegal and unjustified and he be reinstated with full back wages. He has not been provided any legal facilities. When the workman went to join his job he was illegally terminated from his service on 16.05.2019 without any rhyme or reason and without conducting any domestic enquiry by the management. He has initiated the conciliation proceeding but, no result. Hence, he had filed the present claim petition.
2. Management no.1 appeared and filed the rebuttal written statement. But, none appeared on behalf of the management no.2 nor filed their written statement. Thereafter, none appeared on behalf of the claimant nor his A/R appeared despite providing a number of opportunities, claimant have not appeared to substantiate his claim.
3. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby sent to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Let a copy of this Award be sent for publication as required under Section 17 of Act.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

**का.आ. 2156.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उप महाप्रबंधक-एचआर, टाटा कम्युनिकेशन लिमिटेड, अंबातूर, चेन्नई (तमिलनाडु), के प्रबंधन के संबद्ध नियोजकों और महासचिव/अध्यक्ष, टाटा कम्युनिकेशन कर्मचारी संघ, टाटा कम्युनिकेशन लिमिटेड, कैफेटेरिया बिल्डिंग, ग्रेटर कैलाश-I, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 63/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-40011/08/2022-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2156.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/2023) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Deputy General Manager-HR, Tata Communication Ltd., Ambattur, Chennai (Tamilnadu), and The General Secretary, The President, Tata Communication Employees Union, Tata Communication Ltd., Cafeteria Building, Greater Kailash-I, New Delhi** which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-40011/08/2022-IR (DU)]

DILIP KUMAR, Under Secy.

## ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1,  
NEW DELHI.

ID No. 63/2023

The General Secretary/President,  
Tata Communication Employees Union,  
Tata Communication Ltd., Cafeteria Building,  
Greater Kailash-I, New Delhi-110048.

Workman...

## Versus

The Deputy General Manager-HR,  
Tata Communication Ltd.,  
TSES, No. 226, Redhills Road, Kallikuppam,  
Ambattur, Chennai (Tamilnadu)- 600053.

Management...

## AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-40011/08/2022 (IR(DU)) dated 27.01.2023 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

## SCHEDULE

*“Whether the action of the management of M/s. Tata Communications Ltd., Chennai to initiate a disciplinary enquiry against Shri Jay Ram Parit by framing the charges under TCOC of 2009 and appointment of practicing advocates as Enquiry Officer and Presenting Officer, as raised by Tata Communications Employees Union, New Delhi vide letter dated 18.09.2020, is proper, legal, fair and justified? If not, to what relief Shri Jay Ram Parit is entitled and what direction, if any, is necessary in the matter?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.
3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favor of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.
4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2157.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डेन नेटवर्क्स लिमिटेड, 236, ओखला फेज- III, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री राजेश कुमार पाठक, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली

पंचाट(संदर्भ संख्या 38/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42025-07-2024-212-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2157.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/2024) of the **Central Government Industrial Tribunal cum Labour Court—I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s DEN Network Ltd., 236, Okhala Phase-III, New Delhi, and Shri Rajesh Kumar Pathak, Worker**, which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42025-07-2024-212-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1, NEW DELHI.

##### ID No. 38/2024

Sh. Rajesh Kumar Pathak,  
R/o A-21, Khushal Vihar Colony, DLF Ankur Vihar,  
UP-201102.

Workman...

##### Versus

M/s DEN Network Ltd.,  
236, Okhala Phase-III,  
New Delhi.

Management...

#### AWARD

In the present case, a reference was received from the appropriate Government vide letter No. ND.96(31)/ID(2A)2023-DYCLC dated 07.02.2024 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

#### SCHEDULE

*“Whether the services of Shri Rajesh Kumar Pathak Ex-SA Engineer have been terminated illegally and/or unjustifiably by the management M/s Kutumbh Care, New Delhi contractor of M/s DEN Network Ltd, New Delhi w.e.f. 13.01.2021? If so, what relief is workman entitled and what directions are necessary in this regard?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favor of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2158.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, पृथ्वी विज्ञान मंत्रालय, लोधी रोड, नई दिल्ली; मेसर्स एफडीएस मैनेजमेंट सर्विसेज (पी) लिमिटेड, कीर्ति नगर, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री अर्जुन कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 69/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42012/192/2018-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2158.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **69/2019**) of the **Central Government Industrial Tribunal cum Labour Court-I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Ministry of Earth Science, Lodhi Road, New Delhi ; M/s FDS Management Services (P) Ltd., Kirti Nagar, New Delhi, and Shri Arjun Kumar, Worker**, which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42012/192/2018-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1 ROOM NO.207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.

**ID No. 69/2019**

Sh. Arjun Kumar S/o Sh. Ram Lakhan,  
C/o F-609, 6<sup>th</sup> Floor, Karkardooma Court,  
Delhi-110032.

Workman...

#### Versus

1. The Director,  
Ministry of Earth Science, Lodhi Road,  
New Delhi-110003.
2. M/s FDS Management Services (P) Ltd.,  
2<sup>nd</sup> Floor, J-134, Ramesh Nagar, Kirti Nagar,  
New Delhi-110003.

Management...

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No-L-42012/192/2018 (IR(DU)) dated 31.01.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

*“Whether the services of the workman Sh. Arjun Kumar S/o Sh. Ram Lakhan have been terminated illegally and/or justifiable and, if so to what relief is he entitled and what directions are necessary in this regard?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement filed.

3. None of the management appeared nor filed their written statement. After that none appeared on behalf of the claimant nor his A/R appeared despite providing a number of opportunities, claimant have not appeared to substantiate his claim.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2159.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त (पूर्व), पूर्वी दिल्ली नगर निगम, पटपड़गंज, औद्योगिक क्षेत्र, दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री रामेहर, कामगार,द्वारा - महासचिव, नगर निगम कर्मचारी संघ, जी.टी. रोड, तीस हजारी, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 145/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42012/28/2021-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2159.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **145/2021**) of the **Central Government Industrial Tribunal cum Labour Court—I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner (East), East Delhi Municipal Corporation, Patparganj, Industrial Area, Delhi, and Shri Ramehar, Worker, through-The General Secretary, Municipal Employees Union, G.T. Road, Tis Hazari,** which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42012/28-2021-IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1,  
NEW DELHI.**

**ID No. 145/2021**

Sh. Ramehar S/o Sh. Charan Singh,

Rept. By General Secretary, Municipal Employees Union,

(Regd No. 793), Agarwal Bhawan,

G.T. Road, Tis Hazari-110054.



Workman...

**Versus**

East Delhi Municipal Corporation,  
Through its Commissioner (East),  
Udyog Sadan, 2<sup>nd</sup> Floor, Plot No. 419, Patparganj, Industrial Area,  
Delhi-110092.

Management...

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No. L-42012/28/2021 (IR(DU)) dated 29.11.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

*“Whether the claim of Municipal Employees’ Union vide letter dated 27.11.2020 that the services of Sh. Ramehar S/o Sh. Charan Singh were terminated by the management of East Delhi Municipal Corporation (EDMC) illegally and unjustifiably, is proper, legal and justified? If yes, what relief the disputant is entitled to and what directions, if any, are necessary in this respect?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.
3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favor of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.
4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

**का.आ. 2160.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, दक्षिण दिल्ली नगर निगम, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री अशोक कुमार एवं 24 अन्य, कामगार, द्वारा - महासचिव, नगरपालिका कर्मचारी संघ, तीस हजारी, दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 279/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42011/338/2022-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2160.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 279/2022) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner, South Delhi Municipal Corporation, New Delhi,, and Shri Ashok Kumar & 24 Others, Worker, The General Secretary, Municipal Employees Union, Tis Hazari ,Delhi**, which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-420211/338/2022-IR (DU)]

DILIP KUMAR, Under Secy.

## ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1,  
NEW DELHI.

ID No. 279/2022

Sh. Ashok Kumar & 24 Others,  
Rept. By General Secretary, Municipal Employees Union,  
(Regd No. 793), Agarwal Bhawan,  
G.T. Road, Tis Hazari-110054.

Workman...

## Versus

The Commissioner,  
South Delhi Municipal Corporation,  
Dr. S.P. Mukherjee Civic Centre,  
J.L. Nehru Marg, New Delhi-110002.

Management...

## AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/338/2022 (IR(DU)) dated 13.10.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

## \SCHEDULE

*“Whether demand of Sh. Ashok Kumar & 24 others through Municipal Employees’ Union, Delhi vide letter dated 03.03.2020 to maintain status quo in service condition as per section 33 of I.D. Act, 1947 by the management of South Delhi Municipal corporation (SDMC) is proper, legal, justified and valid? If yes, what relief they are entitled to and what directions, if any, are necessary in this respect?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favor of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2161.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, ब्रॉडकास्ट इंजीनियरिंग कंसल्टेंट्स इंडिया लिमिटेड, सेक्टर-62, नोएडा- (यूपी); सहायक निदेशक (प्रशासन), इलेक्ट्रॉनिक मीडिया मॉनिटरिंग सेंटर, सूचना एवं प्रसारण मंत्रालय, सूचना भवन, नई दिल्ली; सचिव, सूचना एवं प्रसारण मंत्रालय, शास्त्री भवन, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री चन्द्रशेखर, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 292/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42025-07-2024-211-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव



New Delhi, the 26th November, 2024

**S.O. 2161.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 292/2017) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Broadcast Engineering Consultants India Ltd., Sector-62, Noida- (U.P); Assistant Director (Admn.), Electronic Media Monitoring Centre, Ministry of Information and Broadcasting, Soochna Bhawan, New Delhi; The Secretary, Ministry of Information and Broadcasting, Shastri Bhawan, New Delhi, and Shri Chandra Shekhar, Worker**, which was received along with soft copy of the award by the Central Government on 26.11.2024

[No. L-42025-07-2024-211-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI NO.1 NEW DELHI.

##### DID.No. 292/2017

Sh. Chandra Shekhar,  
R/o B-22, NPL Colony, New Rajender Nagar,  
Delhi-110060.

.....Workman

#### Versus

1. The Director  
Broadcast Engineering Consultants India Ltd.,  
Corporate Office at 56-A/17,  
Block-C, Sector-62, Noida-201301 (UP).
2. Assistant Director (Admn.)  
Electronic Media Monitoring Centre,  
Ministry of Information and Broadcasting,  
10<sup>th</sup> Floor Soochna Bhawan,  
New Delhi-11003.
3. The Secretary,  
Ministry of Information and Broadcasting,  
Room No. 655, A-Wing, Shastri Bhawan,  
New Delhi-110001.

.....Management

#### AWARD

1. This is an application under Section 2-A of the I.D. Act whereby, the applicant made prayer that his termination from the service on 31.03.2016 by the management which be declare illegal and unjustified and he be reinstated with full back wages. He has not been provided any legal facilities. When the workman went to join his job he was illegally terminated from his service on 31.03.2016 without any rhyme or reason and without conducted any domestic enquiry by the management. He has initiated the conciliation proceeding but, no result. Hence, he had filed the present claim petition.
2. Management no.1,2&3 appeared and filed the rebuttal written statement. After that, issues were framed. And after that, case was listed for claimant listed on 01.07.2020. Thereafter, none appeared on behalf of the claimant nor his A/R appeared despite providing a number of opportunities, claimant have not appeared to substantiate his claim.
3. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Let a copy of this Award be sent for publication as required under Section 17 of Act.

Date : 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2162.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, दिल्ली नगर निगम, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्रीमती राजरानी, कामगार, द्वारा-महासचिव, नगर निगम कर्मचारी संघ, अग्रवाल भवन, जी.टी. रोड, तीस हजारी, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 213/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42011-220-2022-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2162.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 213/2022) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner, Municipal Corporation of Delhi, New Delhi, and Smt. Rajrani, Worker, through- The General Secretary, Municipal Employees Union, Agarwal Bhawan, G.T. Road, Tis Hazari**, which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42011-220-2022-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1, NEW DELHI.

##### ID No. 213/2022

Smt. Rajrani W/o Late Sh. Daya Ram,  
Rept. By General Secretary, Municipal Employees Union,  
(Regd No. 793), Agarwal Bhawan,  
G.T. Road, Tis Hazari-110054.

Workman...

#### Versus

The Commissioner,  
Municipal Corporation of Delhi,  
Dr. S.P. Mukherjee Civic Centre,  
J.L. Nehru Marg, New Delhi-110002.

Management...

#### AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/220/2022 (IR(DU)) dated 28.06.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

#### SCHEDULE

*“Whether demand of Smt. Raj Rani W/o Late Sh. Daya Ram through Municipal Employees’ Union, Delhi vide letter dated 31.03.2021 to the Management of North Delhi Municipal Corporation (NDMC) for payment of all*

*arrears of difference of salary on the principle of "Equal Pay for Equal Work" for the period 26.10.2000 to 25.01.2014 to deceased Shri Daya Ram through his legal heir/wife Smt. Raj Rani, is proper, legal, justified and devoid of unreasonable delay? If yes, to what relief is the disputant worker entitled and what direction, if any, is necessary in the matter?"*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favor of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

**का.आ. 2163.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, दिल्ली नगर निगम, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री वीरेंद्र, कामगार, द्वारा- महासचिव, नगर निगम कर्मचारी संघ, अग्रवाल भवन, जी.टी. रोड, तीस हजारी, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 215/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था

[सं. एल-42011-209-2022-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2163.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 215/2022) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner, Municipal Corporation of Delhi, New Delhi, and Shri Virender, Worker, through- The General Secretary, Municipal Employees Union, Agarwal Bhawan, G.T. Road, Tis Hazari**, which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42011-209-2022-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1, NEW DELHI.

ID No. 215/2022

Sh. Virender S/o Sh. Pheru,  
Rept. By General Secretary,  
Municipal Employees Union,  
Agarwal Bhawan, G.T. Road, Tis Hazari-110054.

Workman...

**Versus**

The Commissioner,  
Municipal Corporation of Delhi,  
Dr. S.P. Mukherjee Civic Centre,  
J.L. Nehru Marg, New Delhi-110002.

Management...

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/209/2022 (IR(DU)) dated 28.06.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

*“Whether demand of Shri Virender s/o Sh. Pheru vide letter dated 30.09.2021 through Municipal Employees’ Union, Delhi to the management of North Delhi Municipal Corporation (NDMC) for payment of the entire difference of salary with all arrears on the principle of “Equal Pay for Equal Work” from the date of his initial joining till the actual date of regularization (i.e. 14.11.1994 to 31.03.2003) and counting the entire services rendered by workman concerned as daily wager employee (i.e. 14.11.1994 to 31.03.2003) for the purpose of grant of pension to him and for all other retiral – cum death benefits, is proper, legal, justified and devoid of unreasonable delay? If yes, to what reliefs are the disputant worker entitled and what direction, if any, is necessary in the matter?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favor of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

**का.आ. 2164.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, दिल्ली नगर निगम, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री मुकेश, कामगार, द्वारा- दिल्ली नगर मजदूर ट्रेड यूनियन, तीस हजारी, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 162/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42011-85-2023-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2164.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 162/2023) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner, Municipal Corporation of Delhi, New Delhi, and Shri Mukesh, Worker, through- Delhi**

**Municipal Mazdoor Trade Union, Tis Hazari,** which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42011-85-2023-IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1,  
NEW DELHI.**

**ID No. 162/2023**

Sh. Mukesh S/o Late Sh. Prahalad,

Rept. by Delhi Municipal Mazdoor Trade Union,

B-40, MCD Flats, Bulward Road, Tis Hazari-110006.

Workman...

**Versus**

The Commissioner,

Municipal Corporation of Delhi,

Dr. S.P. Mukherjee, Civic Centre, J.L. Nehru Marg,

New Delhi-110002.

Management...

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/85/2023 (IR(DU)) dated 04.07.2023 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

*“Whether demands of Shri Mukesh S/o Late Sh. Prahalad through Municipal Mazdoor Trade Union, Delhi vide letter dated nil and received on 01.11.2021 to the management of Municipal Corporation of Delhi, New Delhi (earlier East Delhi Municipal Corporation (EDMC)) for appointment on compassionate ground on any suitable post on regular and permanent basis (instead of on contract basis) in proper pay scale and allowances with the retrospective effect from the date of death of his father or from the date of his application and further regularize him from the initial date of joining as per policy along with all consequential benefits, are proper, legal, justified and devoid of unreasonable delay? If yes, what reliefs as sought vide letter under reference are the disputant entitled to and what directions, if any, are necessary in this respect?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favor of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

का.आ. 2165.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, दक्षिण दिल्ली नगर निगम, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री सुरेन्द्र कुमार, कामगार, द्वारा-महासचिव, नगर निगम कर्मचारी संघ, अग्रवाल भवन, जी.टी. रोड, तीस हजारी, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 90/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.11.2024 को प्राप्त हुआ था।

[सं. एल-42011-3-2023-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2165.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 90/2023) of the **Central Government Industrial Tribunal cum Labour Court –I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner, South Delhi Municipal Corporation of Delhi, New Delhi, and Shri Surender Kumar, Worker, through- The General Secretary, Municipal Employees Union, Agarwal Bhawan, G.T. Road, Tis Hazari**, which was received along with soft copy of the award by the Central Government on 26.11.2024.

[No. L-42011-3-2023-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1, NEW DELHI.

##### ID No. 90/2023

Sh. Surender Kumar S/o Sh. Ram Avtar,  
Rept. By General Secretary, Municipal Employees Union,  
(Regd No. 793), Agarwal Bhawan,  
G.T. Road, Tis Hazari-110054.

Workman...

#### Versus

The Commissioner,  
Municipal Corporation of Delhi,  
Dr. S.P. Mukherjee Civic Centre,  
J.L. Nehru Marg, New Delhi-110002.

Management...

#### AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/3/2023 (IR(DU)) dated 13.03.2023 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

#### SCHEDULE

*“Whether demands of Sh. Surender Kumar vide letter dated 12.01.2022 through Municipal Employees’ Union, New Delhi to the management of South Delhi Municipal Corporation, New Delhi and Executive Engineer, Nazafgarh Zone, Delhi for disbursement / payment of the entire arrears of salary of the disputant worker from May 2021 onwards till date, are proper, legal and justified? If yes, to what reliefs the disputant are entitled and what directions, if any, is necessary in the matter?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt

of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favor of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 07.11.2024

Justice VIKAS KUNVAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

**का.आ. 2166.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ब्रिज एंड रूफ कंपनी (इंडिया) लिमिटेड, कोलकाता, के प्रबंधन के संबद्ध नियोजकों और पुल एवं छत ठेकेदार श्रमिक यूनियन, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कोलकाता, पंचाट (संदर्भ संख्या **REF.NO. 39 of 2022**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20.11.2024 को प्राप्त

[सं. एल-42011-268-2022-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2166.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39 of 2022) of the **Central Government Industrial Tribunal cum Labour Court, Kolkata**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Bridge & Roof Co. (India) Ltd., Kolkata, and Bridge & Roof Contractor's Shramik Union**, which was received along with soft copy of the award by the Central Government on 20.11.2024.

[No. L-42011-268-2022-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

**Present : Justice K. D. Bhutia, Presiding Officer.**

**REF. NO. 39 OF 2022**

**Parties :** Employers in relation to the management of

**M/s. Bridge & Roof Co. (India) Ltd., Kolkata**

**VS**

**Bridge & Roof Contractor's Shramik Union.**

Appearance:

On behalf of M/s. Bridge & Roof Co. (India) Ltd., Kolkata: Absent.

On behalf of the Bridge & Roof Contractor's Shramik Union : Mr. Uddipan Banerjee, Ld. Advocate.

**Dated: 13th November, 2024**

#### A W A R D

By order No. L-42011/268/2022 –IR(DU) dated 26-08-2022, the Central Government, Ministry of Labour in exercise of power conferred sub-section 1(d) and sub-section 2(A) of section 10 of Industrial Dispute Act, 1947 has referred the following disputes to this Tribunal for adjudication:-

“Whether the demand of M/s. Bridge & Roof Contractor’s Shramik Union for payment of Rs.26,000/- as minimum wages in the establishment of M/s. Bridge & Roof Co. (India) Ltd. to the contract labours by the contractor on reimbursement of the same by the principal employer M/s. Bridge & Roof Co. (India) Ltd., Kolkata is proper, legal and justified? If not, whether the demand of the union for implementation of central minimum wages as per the Notification issued by the Central Government from time to time with regard to payment of the same to the contract labours, is proper, legal and justified? If yes, to what relief the disputant workers is entitled to?”

That as per the above schedule it appears the following issues need to be decided by this Tribunal:-

1. Whether the contract labours engaged by M/s. Bridge & Roof Co. (India) Ltd., Kolkata through its different contractors are entitled to get Rs.26,000/- per month as minimum wages?
2. Whether the demand of the union for implementation of Central Govt. minimum wages as per the notification issued by the Central Govt. from time to time is applicable to the contractor employees and whether such demand is legal, proper and justified?

At the very outset, it needs to be mentioned that M/s. Bridge & Roof Co. (India) Ltd., Kolkata, the principal employer in whose establishment contractor labours are engaged through different contractors, has failed to contest the suit despite due service of notice upon it. Therefore, the present dispute has been proceeded ex parte against the principal employer M/s. Bridge & Roof Co. (India) Ltd., Kolkata.

The union which has espoused the dispute in its claim statement has alleged that M/s. Bridge & Roof Co. (India) Ltd., Kolkata is a Central Govt. Public Sector Enterprises of Govt. of India having its establishment in Kolkata. That the union is a registered union of the contractors employees.

It has been alleged that M/s. Bridge & Roof Co. (India) Ltd., Kolkata, the principal employer, a Central Govt. Under taking never adhered to the Central minimum wages rate and thereby deprived them of their legitimate due. That due to non-payment of central minimum wages by the principal employer, the contractors who engaged them too failed to pay them their legal entitlement. Therefore, they have alleged that as per the Central Minimum Wages rate they are entitled to Rs.26,000/- per month which is deprived to them. Therefore, they have prayed for payment of wages as per central government rate.

The union in order to prove its case has examined Sri Rajesh Mondal, General Secretary of the union as W.W. 1 and Sri Manash Banerjee, one of the contractor employees as W.W.2. That apart, the union has produced the following documents:-

1. Union’s letter dt.29-11-2021 addressed to the Chief Managing Director of M/s. Bridge & Roof Co. (India) Ltd., Kolkata and the Chairman cum Managing Director, M/s. Bridge & Roof Co. (India) Ltd., Kolkata and which have been marked as Exhibit No.W-1 and W-1/A.
2. Copy of conciliation proceeding in four pages, which has been marked as Exb.W-2.
3. Copy of proceeding of joint discussions held on 14-01-2019 before the Regional Labour Commissioner, Kolkata and which has been marked as Exb.W-3.
4. Conciliation Failure Report dt.11-07-2022 and which has been marked as Exb. W-4.
5. Copy of union’s letter dt.02-09-2019 addressed to the Chairman cum Managing Director of M/s. Bridge & Roof Co. (India) Ltd., Kolkata and Regional Labour Commissioner, Kolkata which has been marked as Exb.W-5.

The above named two witnesses in their unchallenged evidences have fully corroborated the case and claim made by the union in its claim statement.

Further, from Exhibit-W-2, W-3 and W-4 it appears the concerned union had raised an industrial dispute against both the contractor employers and principal employer for non-adhering to the Minimum Wages Act and being exploited by the employer in depriving them their legal entitlement of Minimum Wages as per Central Govt. rate. From those exhibited documents it appears that representative of the principal employer, concerned contractor employers and representative of union had fully participated in the reconciliation proceeding and joint discussion before Labour Commissioner. The failure report, submitted by DLC (Central), Kolkata before the Ministry of Labour & Employment, New Delhi prima facie shows that M/s. Bridge & Roof refused to pay minimum wages as per Central Govt. rate by alleging that Central Minimum Rate is not applicable to the contractor employees working for them in the State of West Bengal.

Thus, from the failure report it appears that M/s. Bridge & Roof Co. (India) Ltd., Kolkata, a Central Govt. Undertaking gets its different nature of works done through contractors’ labourers.

Further, it is a matter of common knowledge that M/s. Bridge & Roof Co. (India) Ltd., Kolkata, a Central Govt. Public Sector Enterprise based in Kolkata is a total solution conglomerate for providing design, engineering and construction services.



Under the Minimum Wages Act, 1948 both Central and State Govt. are appropriate governments for fixation/revision of minimum rate of wages for employment covered by the schedule of the Act. The Minimum Rate of Wages includes special allowance i.e. variable dearness allowance, linked to consumer price index number, which is revised twice a year. The Government is committed to enhance the welfare and wellbeing of those persons working in unorganised sector and to ensure implementation of minimum wages enactment.

Therefore, M/s. Bridge & Roof Co. (India) Ltd., Kolkata, a Central Govt. Public Sector Enterprise based in Kolkata is expected to be a model employer and implement all the labour laws applicable to the persons engaged by it directly or through contractors for its own gain.

However, a question may arise whether M/s. Bridge & Roof Co. (India) Ltd., Kolkata, in the State of West Bengal, which has sourced out the service of supply of men power to different contractors is governed by minimum rate of wages at the rate fixed by the State Government or by minimum rate of wages fixed by the Central Govt.

It is an undisputed fact that M/s. Bridge & Roof Co. (India) Ltd., Kolkata, is a Govt. of India Public Enterprise. Then a question may arise, when regular employees or permanent employees of M/s. Bridge & Roof Co. (India) Ltd., Kolkata is governed by the Central Pay Scale, then one cannot expect contractors' labourers working for M/s. Bridge & Roof Co. (India) Ltd., Kolkata, the same establishment will be governed by the State Govt. Minimum Rate of Wages. In the same establishment there cannot be application of Central Govt. Scale for permanent employees and State Minimum Rate of Wages for contractor employees, when both categories of employees are rendering their service to the same establishment owned by Central Govt. Therefore, this Tribunal is of view, contractors' employees working in M/s. Bridge & Roof Co. (India) Ltd., Kolkata, Public Sector Enterprise of Govt. of India are entitled to get the minimum wages at the rate fixed by the Central Government and not by the State Government.

M/s. Bridge & Roof Co. (India) Ltd., Kolkata, being a Central Govt. undertaking is bound to pay and adhere to minimum rate of wages to the employees engaged by it through contractors and who work and put their labour for its gain fixed by the Central Minimum Rate Wages and not by the State of West Bengal.

Therefore, this Tribunal is of view the union of the contractor employees of M/s. Bridge & Roof Co. (India) Ltd., Kolkata is justified in demanding minimum rate of wages fixed by Central Government from time to time and which should also include special allowance i.e. variable dearness allowance, linked the consumer price index number which is normally revised twice a year. However, nothing has come on record to show that the Minimum Rate of Wages of the contractor employees working for M/s. Bridge & Roof Co. (India) Ltd., Kolkata, was/is Rs.26,000/- per month per worker.

Accordingly, the above two issues are disposed of.

Reference No.39 of 2022 is allowed in part, in favour of the union. The contractors' employees working for M/s. Bridge & Roof Co. (India) Ltd., Kolkata, are entitled to get Minimum Wages at the rate fixed by Central Govt. from time to time. M/s. Bridge & Roof Co. (India) Ltd., Kolkata, is bound to pay Minimum Rate of Wages fixed by Central Govt. from time to time to its contractors, for making payment to the employees engaged by them, to work for M/s. Bridge & Roof Co. (India) Ltd., Kolkata. An award to that effect is hereby passed.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

**का.आ. 2167.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एटीआर इंफ्राप्रोजेक्ट्स प्राइवेट लिमिटेड; मेसर्स अशोका बिल्डकॉन लिमिटेड, के प्रबंधन के संबद्ध नियोजकों और श्री अब्दुल हई, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कोलकाता, पंचाट(संदर्भ संख्या REF. NO. 85 OF 2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20.11.2024 को प्राप्त हुआ था।

[सं. एल-42012/182/2015-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2167.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85 OF 2015) of the **Central Government Industrial Tribunal cum Labour Court, Kolkata**, as shown in the Annexure, in the Industrial dispute between the employers in relation

to **M/s. ATR Infraprojects Pvt. Ltd. ; M/s. Ashoka Buildcon Ltd., and Shri Sk. Abdul Hai, Worker**, which was received along with soft copy of the award by the Central Government on 20.11.2024.

No. L-42012-/182/2015-IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA**

**Present : Justice K. D. Bhutia, Presiding Officer.**

**REF. NO. 85 OF 2015**

**Parties :** Employers in relation to the management of

**1. M/s. ATR Infraprojects Pvt. Ltd.**

**2. M/s. Ashoka Buildcon Ltd.**

**VS**

**Shri Sk. Abdul Hai**

Appearance:

On behalf of M/s. ATR Infraprojects Pvt. Ltd. : Mr. Rabindra Nath Kundu, Ld. Advocate.

On behalf of the M/s. Ashoka Buildcon Ltd. : Mr. Rajeeb Shee, Authorised Representative.

On behalf of Shri Sk. Abdul Hai : Smt. Liza Rahaman, Ld. Advocate.

**Dated: 11th November, 2024**

**A W A R D**

By order No. L-42012/182/2015 –IR(DU) dated 07-10-2015, the Central Government, Ministry of Labour in exercise of power conferred sub-section 1(d) and sub-section 2(A) of section 10 of Industrial Dispute Act, 1947 has referred the following disputes to this Tribunal for adjudication:-

“Whether the action of the management of M/s. ATR Infraprojects Pvt. Ltd., sub-contractor of M/s. Ashoka Buildcon Ltd. is justified by terminating the service of Shri Sk. Abdul Hai is legal and/or justified? If not, what relief the workman is entitled to?”

That as per the claim statement filed by the workman, M/s. ATR Infraprojects Pvt. Ltd., a sub-contractor of M/s. Ashoka Buildcon Ltd. was given a contract of widening the National Highway No.6 from Dankuni to Kharagpur and as such M/s. ATR Infraprojects Pvt. Ltd. had a camp office no. 51 at Uluberia and Kolkaghat. That he was engaged by M/s. ATR Infraprojects Pvt. Ltd. as a Safety Supervisor in the month of April, 2012. That attendance was through biometric and as such he was not provided with any Identity Card by the employer. That on repeated demands for identity card, he was provided with one but just for three months only and where there was no mention of the name of the project for which such identity card was issued.

That as per the standard contract for appointment approved by National Highway Authority, the contractor employer was required to follow and provide certain service conditions to its employees. Unfortunately, the contractor employer has failed to extend those service conditions as stipulated by the National Highway Authority to its employees and they were not provided with ESI, EPF facilities, minimum wages, bonus etc. The duty hours of the workman was from 7 a.m. to 6 p.m.

That for non-extension of EPF, ESI and other facilities provided under different Labour Act and NHAI by the contractor employer there was an unrest in the work site and due to which the project was stopped on 18-12-2013. That claimant went to attend his duty on 01-12-2014, but to his utter surprise biometric did not accept his entry into the premises. Thus, he has alleged that he has been terminated from the service by the contractor employer without following the due process of law for having worked for more than 240 days in a calendar year or without informing him about his termination. That he approached the authority of the contractor employer but in vain. Finding no other alternative he approached the Regional Labour Commissioner (Central), Kolkata and conciliation resulted in failure.

That M/s. ATR Infraprojects Pvt. Ltd. in collusion with M/s. Ashoka Buildcon, terminated his service falsely alleging his service had come to an end with the completion of the project in the month of November, 2014. Thus, he has prayed or his reinstatement with back wages.

The case of the workman was contested by the contractor employer M/s. ATR Infraprojects Pvt. Ltd. and who in its written statement has admitted that the concerned workman was engaged by it as a Supervisor as he was

holding Diploma in Safety Management. That he being a Supervisor and several workmen were working under him. The nature of his duty and function was managerial and supervisory in nature. He was paid more than Rs.10,000/- per month and discharging managerial duties and as such the present case is not maintainable as the concerned employee was not a workman.

Further, it has alleged that M/s. Ashoka Buildcon Ltd. was awarded with a contract for construction of part of a National Highway from Dankuni to Kharagpur by NHAI. That M/s. Ashoka Buildcon Ltd. instead of doing the construction work by itself engaged it as a sub-contractor to carry out the construction work by issuing a work order on 25-04-2011 for a specific period between 01-05-2011 to 30-06-2014 with immediate effect. In pursuance of the said works contract, pertaining to construction of National Highway No.6, it has engaged various unskilled, skilled labours as well as supervisory and managerial staff for a limited period. That on account of conclusion of the contract, there was no work available with M/s. ATR Infraprojects Pvt. Ltd. from 28-11-2014. Therefore, the service of the persons engaged by it for the said project too has come to an end with the end of the contract. Thus, question of retrenchment or termination of the service of the concerned claimant and that of the other workmen engaged by it for the said project does not arise. Thus, it has prayed for dismissal of the application.

M/s. Ashoka Buildcon Ltd., the contractor of NHAI in its written statement has alleged, that it has been wrongly impleaded as a party to this proceeding. However, it has taken a plea that it is company registered under the Companies Act, 1956. It was awarded with a contract for construction of six lane road on NH-6 from Dankuni to Kharagpur by National Highway Authority of India on 25-02-2011. That the work was of temporary in nature and which comes to an end on completion of the project work awarded by the principal employer NHAI. Therefore, the question of engaging any person on permanent basis for such temporary project does not arise. The engagement of any person for such specific project is purely on contractual basis and contractual in nature and which comes to an end on completion of the project work.

That for the purpose of execution of the construction of the road under reference it entrusted the same to M/s. ATR Infraprojects Pvt. Ltd. by way of Work Order dated 25-04-2011. The said work was commenced on 01-05-2011 and was to be completed on or before 30-06-2014 and extended till 27.11.2014. However, vide communication dated 28-11-2014, it terminated the work order issued by M/s. Ashoka Buildcon Ltd. in favour of M/s. ATR Infraprojects Pvt. Ltd. w.e.f. 28-11-2014. That there exists no privity of contract between it and M/s. ATR Infraprojects Pvt. Ltd. after 28-11-2014 as the construction of the said work has come to an end upon completion of the same to the fullest. Therefore, question of termination of any person engaged for construction of six lane road from Dankuni-Kharagpur does not arise.

It has further alleged the case and claim of the claimant is outcome of sheer imagination. Therefore, it has also prayed for dismissal of the reference

The claimant has filed rejoinder and where he has reiterated what he has alleged in his claim petition and alleged that he has been illegally terminated from the service by M/s. ATR Infraprojects Pvt. Ltd. in collusion with M/s. Ashoka Buildcon Ltd.

The claimant in order to prove his case and claim has examined himself as W.W. No.1. and has exhibited following documents –

1. Copy of work details, attendance details and pay details of the concerned employee for the month of April, 2014 issued by M/s. ATR Infraprojects Pvt. Ltd. for Dankuni project and which has been marked as Exb. W-1.
2. Copy of petition dt.10-12-2013 submitted by the employees of M/s. Ashoka Buildcon Ltd. and M/s. ATR Infraprojects Pvt. Ltd. to NHAI with regard to their demand and which has been marked as Exb.W-2.
3. Copy of concerned employee's petition dt.01-04-2015 before the Regional Labour Commissioner (Central) and which has been marked as Exb.W-3.
4. Copy of petition filed by eight employees of M/s. Ashoka Buildcon Ltd. and M/s. ATR Infraprojects Pvt. Ltd. before the Prime Minister and which has been marked as Exb.W-4.
5. Copy of letter of M/s. ATR Infraprojects Pvt. Ltd. dt.07-05-2015 to the ALC (C ), Kolkata and which has been marked as Exb. W-5.
6. Copy of the concerned employee's petition to ALC (C ) received on 19-05-2015 and which has been marked as Exb. W-6.
7. Copy of joint petition filed by the concerned employee and by one Sk. Kamrun Jaman dt.27-11-2015 to the Commissioner, Employees Provident Fund and which has been marked as Exb. W-7 and
8. Copy of letter dt. 22-09-2015 of ALC (C ) to the Ministry of Labour & Employment and which has been marked as Exb. W-8.

On the other hand neither M/s. Ashoka Buildcon Ltd. nor M/s. ATR Infraprojects Pvt. Ltd. have adduced any witness in their defence, but M/s. ATR Infraprojects Pvt. Ltd. has filed written notes of argument along with following citations:-

1. Anil Lamba & Ors. –vs- Govt. of Nct & Ors., W.P. (C ) No.1958/2017 dt. 6<sup>th</sup> March, 2017 passed by Hon'ble Delhi High Court and

2. Mrs. Seema Bansal –vs- University of Delhi & Ors., W.P. (C ) No.1771/2003 passed by Hon'ble Delhi High Court on 14-03-2017.

The workman too has filed written notes of argument along with following citations:-

1. Ananda Bazar Patrike (P) Ltd. –vs- The Workman, 1969 SC 45.

2. H. R. Adyanthaya –vs- Sandoz (India) Ltd., 1994, AIR 2608 and

3. S. K. Maini –vs- Carona Sahu Co. Ltd., AIR 1994 Supreme Court 1824 and

4. Sharad Kumar –vs- Govt. of Nct of Delhi & Ors., AIR 2002 SC1724.

Gone through the above cited decisions and find facts and circumstances of the present case entirely different from those cited decisions.

It is settled law each case has to be decided on its own merit as facts and circumstances of each case differs from others and Court should not place reliance on decisions without discussing as to how fact situation of case before it fits in with fact situation of decision on which reliance is placed. Observations of courts are neither to be read as Euclid's theorems nor as provisions of statute and that too taken out of their context. They must be read in context in which they appear to have been stated. Disposal of case by blindly placing reliance on a decision is not proper because one additional or different fact may make a world of difference between conclusions in two cases. Precedent should be followed only so far as it marks the path of justice.

Therefore, this Tribunal is of view that the citations referred to by both parties are not applicable to the present facts and circumstances of the case. The facts and circumstances of the present case being entirely different from the one from those cases referred by the parties in support of their respective cases, this Tribunal is not inclined to discuss those cited decisions.

Be that as it may, after going through the arguments advanced by Ld. Counsels of both sides, the pleadings of the parties and evidence of the concerned claimant, the undisputed facts are that NHAI who is the sole authority for construction and maintenance of National Highway had accepted the bid of M/s. Ashoka Buildcon Ltd. in respect of the construction of six lane road from Dankuni to Kharagpur in the year 2011. That M/s. Ashoka Buildcon Ltd. in turn engaged a sub-contractor named M/s. ATR Infraprojects Pvt. Ltd. for construction of such six lane road from Dankuni to Kharagpur. It is also an admitted fact that M/s. Ashoka Buildcon Ltd. issued a work order on 25-04-2011 to M/s. ATR Infraprojects Pvt. Ltd. and which was to remain valid till 30-06-2014. However, the said project was completed sometime in the month November, 2014 and consequently M/s. Ashoka Buildcon Ltd. revoked the contract with M/s. ATR Infraprojects Pvt. Ltd. w.e.f. 28<sup>th</sup> November, 2014. Consequently, the job of the persons engaged by M/s. ATR Infraprojects Pvt. Ltd. for construction of six lane road from Dankuni to Kharagpur too had come to an end.

That apart, the concerned employee during his cross examination by M/s. ATR Infraprojects Pvt. Ltd. under oath before this Tribunal had admitted that the project of construction of six lane from Dankuni to Kharagpur got over in the year 2014 and no more there exists contract between M/s. Ashoka Buildcon Ltd. and M/s. ATR Infraprojects Pvt. Ltd. So, it appears that project for which the concerned employee was engaged by M/s. ATR Infraprojects Pvt. Ltd. had come to an end on completion of the project.

That apart, it is a matter of common knowledge that the construction of any National Highway and maintenance of the same stand in two different footings. The construction of a National Highway is not a perennial nature of work like maintenance of the existing National Highway. Therefore, construction project of a National Highway comes to an end on completion of the construction of the road or Highway. That on completion of a National Highway then the work of maintenance begins and which is perennial in nature.

So, from the admitted facts it appears the project of construction of six lane road from Dankuni to Kharagpur awarded to M/s. Ashoka Buildcon Ltd. had come to an end on completion of the construction of the same by its sub-contractor M/s. ATR Infrastructure Pvt. Ltd. in the month of November 2014.

Under the circumstances, a question may arise whether a person who was engaged for a time bound project can demand regularisation of the service with all the benefits of a regular employee?

The answer is "no". A person who undertakes or joins a job having full knowledge that the nature of job to be a time bound or for a specific purpose and on completion of the said work or on fulfilment of the purpose the person cannot expect continuation of the service when there exists no project for which he was engaged.

Therefore, an employee who was engaged for a specific time bound job or a specific project cannot claim continuation of service or illegal termination from service on completion of the project for which he was engaged, unless the service contract he had with the employer provides for.

A workman engaged for a specific project may not have the right to continue after the project ends but depending on the terms of his employment. Unfortunately, nothing has come on record to show on what terms and conditions M/s. ATR Infraprojects Pvt. Ltd. had engaged the concerned employee in the year 2012. But fact remains, the project of construction of six lane road from Dankuni to Kharagpur had come to an end in the month of October-November, 2014. However, during the pendency of the case the management of M/s. ATR Infraprojects Pvt. Ltd. has offered a job to the concerned employee to work in their ongoing project at Madhya Pradesh. Unfortunately, the concerned employee refused to join the project at Madhya Pradesh, until and unless he is paid back wages from the year 2014.

Further, this Tribunal is of view the concerned employee has no locustandi to claim back wages from the year 2014 as he has failed to prove that he was engaged by M/s. ATR Infraprojects Pvt. Ltd. against a permanent post or that after his alleged termination in the year 2014 on completion of construction of six lane road from Dankuni to Kharagpur, he has not been suitably engaged in any other job.

The management of M/s. ATR Infraprojects Pvt. Ltd. has raised an issue that the concerned employee having engaged as a Safety Supervisor and several persons were working under him and he having been paid more than Rs.10,000/- per month cannot be a workman.

It is true that as per the definition of 'workman' as provided in section 2(s) of I.D. Act, 1947 the term Supervisor is excluded to be a 'workman'. However, the term "Supervisor" has been interpreted by several Hon'ble High Courts and Hon'ble Supreme Court in several decisions and held a person who performs supervisory duty may still be considered as workman as depending on the nature of the primary duty performed by the said person and whether the employee is exclusively engaged a supervisor in managerial capacity need to be decided on the basis of the facts and evidence. Interestingly, in the present case the employer has failed to produce any evidence to prove the concerned employee was holding a managerial and supervisory post. Therefore, this Tribunal is of view merely conferring title of Supervisor and payment of Rs.10,000/- per month as wages will not make the petitioner a person holding exclusively supervisor or managerial post as alleged as the employer has failed to prove that the concerned employee had the authority to take disciplinary action against the subordinates, he had the right to distribute works and had power to bind employer by taking decision on behalf of the employer or he had the authority to sanction leave to his subordinates.

However, in view of the discussion made above, this Tribunal is of view that Shri Sk. Abdul Hai, being engaged for a specific time bound project and on completion of the project, cannot claim that his service as safety supervisor was terminated by his immediate employer M/s. ATR Infraprojects Pvt. Ltd., a sub-contractor of M/s. Ashoka Buildcon Ltd. More so, he has failed to produce his appointment letter containing the terms and condition of service or on what terms and conditions joined the service of safety supervisor with M/s. ATR Infraprojects Pvt. Ltd. in the month of April 2014. Further, he has admitted the project for which he was engaged had come to an end in the month of November, 2014. Thus the concerned employee is not entitled to get any relief as prayed for as his contract of service with M/s. ATR Infraprojects Pvt. Ltd. had come to an end on completion of the project for which he was engaged and there was no retrenchment as alleged.

Accordingly, reference No. 85 of 2015 is dismissed and an award to that effect is passed.

K. D. BHUTIA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2024

**का.आ. 2168.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एटीआर इंफ्राप्रोजेक्ट्स प्राइवेट लिमिटेड; मेसर्स अशोका बिल्डकॉन लिमिटेड, के प्रबंधन के संबद्ध नियोजकों और श्री एसक्यू कामरुज्ज ज़मान, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कोलकाता, पंचाट(संदर्भ संख्या REF.NO.86 OF 2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20.11.2024 को प्राप्त हुआ था।

[सं. एल-42012/181/2015-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 26th November, 2024

**S.O. 2168.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 86 OF 2015) of the **Central Government Industrial Tribunal**

**cum Labour Court, Kolkata**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. ATR Infraprojects Pvt. Ltd. ; M/s. Ashoka Buildcon Ltd., and Shri Sk. Kamruz Zaman, Worker**, which was received along with soft copy of the award by the Central Government on 20.11.2024.

[No. L-42012-/181/2015-IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA**

**Present : Justice K. D. Bhutia, Presiding Officer.**

**REF. NO. 86 OF 2015**

**Parties :** Employers in relation to the management of

**1. M/s. ATR Infraprojects Pvt. Ltd.**

**2. M/s. Ashoka Buildcon Ltd.**

**VS**

**Sk. Kamruz Zaman**

Appearance:

On behalf of M/s. ATR Infraprojects Pvt. Ltd. : Mr. Rabindra Nath Kundu, Ld. Advocate.

On behalf of the M/s. Ashoka Buildcon Ltd. : Mr. Rajeeb Shee, Authorised Representative.

On behalf of Shri Sk. Kamruz Zaman : Smt. Liza Rahaman, Ld. Advocate.

**Dated: 12th November, 2024**

**A W A R D**

By order No. L-42012/181/2015 –IR(DU) dated 07-10-2015, the Central Government, Ministry of Labour in exercise of power conferred sub-section 1(d) and sub-section 2(A) of section 10 of Industrial Dispute Act, 1947 has referred the following disputes to this Tribunal for adjudication:-

“Whether the action of the management of M/s. ATR Infraprojects Pvt. Ltd., sub-contractor of M/s. Ashoka Buildcon Ltd. is justified by terminating the service of Shri Sk. Kamruz Zaman is legal and/or justified? If not, what relief the workman is entitled to?”

That as per the claim statement filed by the concerned employee, M/s. ATR Infraprojects Pvt. Ltd., a sub-contractor of M/s. Ashoka Buildcon Ltd. was given a contract of widening the National Highway No.6 from Dankuni to Kharagpur and as such M/s. ATR Infraprojects Pvt. Ltd. had a camp office no. 51 at Uluberia and Kolkaghat. That he was engaged by M/s. ATR Infraprojects Pvt. Ltd. as a Mess Supervisor in the month of April, 2012. That attendance was through biometric and as such he was not provided with any Identity Card by the employer. That on repeated demands for identity card, he was provided with one but just for three months only and where there was no mention of the name of the project for which such identity card was issued.

That as per the standard contract for appointment approved by National Highway Authority, the contractor employer was required to follow and provide certain service conditions to its employees. Unfortunately, the contractor employer has failed to extend those service conditions as stipulated by the National Highway Authority to its employees and they were not provided with ESI, EPF facilities, minimum wages, bonus, overtime allowance etc.

That for non-extension of EPF, ESI and other facilities provided under different Labour Act and NHAI by the contractor employer there was an unrest in the work site and due to which the project was stopped on 18-12-2013. That claimant went to attend his duty on 01-12-2014, but to his utter surprise biometric did not accept his entry into the premises. Thus, he has alleged that he has been terminated from the service by the contractor employer without following the due process of law for having worked for more than 240 days in a calendar year or without informing him about his termination. That he approached the authority of the contractor employer but in vain. Finding no other alternative he approached the Regional Labour Commissioner (Central), Kolkata and conciliation resulted in failure.

That M/s. ATR Infraprojects Pvt. Ltd. in collusion with M/s. Ashoka Buildcon, terminated his service falsely alleging his service had come to an end with the completion of the project in the month of November, 2014. Thus, he has prayed for his reinstatement with back wages.

The case of the workman was contested by the contractor employer M/s. ATR Infraprojects Pvt. Ltd. and who in its written statement has admitted that the concerned workman was engaged by it as a Mess Supervisor. That

he being a Supervisor and several workmen were working under him. The nature of his duty and function was managerial and supervisory in nature. He was paid more than Rs.10,000/- per month and discharging managerial duties and as such the present case is not maintainable as the concerned employee was not a workman.

Further, it has alleged that M/s. Ashoka Buildcon Ltd. was awarded with a contract for construction of part of a National Highway from Dankuni to Kharagpur by NHAI. That M/s. Ashoka Buildcon Ltd. instead of doing the construction work by itself engaged it as a sub-contractor to carry out the construction work by issuing a work order on 25-04-2011 for a specific period between 01-05-2011 to 30-06-2014 with immediate effect. In pursuance of the said works contract, pertaining to construction of National Highway No.6, it has engaged various unskilled, skilled labours as well as supervisory and managerial staff for a limited period. That on account of conclusion of the contract, there was no work available with M/s. ATR Infraprojects Pvt. Ltd. from 28-11-2014. Therefore, the service of the persons engaged by it for the said project too has come to an end with the end of the contract. Thus, question of retrenchment or termination of the service of the concerned claimant and that of the other workmen engaged by it for the said project does not arise. Thus, it has prayed for dismissal of the application.

M/s. Ashoka Buildcon Ltd., the contractor of NHAI in its written statement has alleged, that it has been wrongly impleaded as a party to this proceeding. However, it has taken a plea that it is company registered under the Companies Act, 1956. It was awarded with a contract for construction of six lane road on NH-6 from Dankuni to Kharagpur by National Highway Authority of India on 25-02-2011. That the work was of temporary in nature and which comes to an end on completion of the project work awarded by the principal employer NHAI. Therefore, the question of engaging any person on permanent basis for such temporary project does not arise. The engagement of any person for such specific project is purely on contractual basis and contractual in nature and which comes to an end on completion of the project work.

That for the purpose of execution of the construction of the road under reference it entrusted the same to M/s. ATR Infraprojects Pvt. Ltd. by way of Work Order dated 25-04-2011. The said work was commenced on 01-05-2011 and was to be completed on or before 30-06-2014 and extended till 27.11.2014. However, vide communication dated 28-11-2014, it terminated the work order issued by M/s. Ashoka Buildcon Ltd. in favour of M/s. ATR Infraprojects Pvt. Ltd. w.e.f. 28-11-2014. That there exists no privity of contract between it and M/s. ATR Infraprojects Pvt. Ltd. after 28-11-2014 as the construction of the said work has come to an end upon completion of the same to the fullest. Therefore, question of termination of any person engaged for construction of six lane road from Dankuni-Kharagpur does not arise.

It has further alleged the case and claim of the claimant is outcome of sheer imagination. Therefore, it has also prayed for dismissal of the reference

The claimant has filed rejoinder and where he has reiterated what he has alleged in his claim petition and alleged that he has been illegally terminated from the service by M/s. ATR Infraprojects Pvt. Ltd. in collusion with M/s. Ashoka Buildcon Ltd.

The claimant in order to prove his case and claim has examined himself as W.W. No.1. and has exhibited following documents –

1. Copy of full and final settlement slip dt. 22-11-2014 issued by M/s. ATR Infraprojects Pvt. Ltd. to the concerned employee and which has been marked as Exb.W-1.

2. Copy of work details, attendance details and pay details of the concerned employee for the month of February, 2014 issued by M/s. ATR Infraprojects Pvt. Ltd. for Dankuni project and which has been marked as Exb. W-1/A.

3. Copy of I.D. Card issued by M/s. ATR Infraprojects Pvt. Ltd. to the concerned employee and which has been marked as Exb.W-2.

4. Copy of complaint petition dt.01-04-2015 submitted by the concerned employee to RLC (C ), Kolkata which has been marked as Exb.W-3.

5. Copy of petition filed by eight employees of M/s. Ashoka Buildcon Ltd. and M/s. ATR Infraprojects Pvt. Ltd. before the Prime Minister and which has been marked as Exb.W-4.

6. Copy of petition dt. 10-12-2013 of employees of M/s. Ashoka Buildcon Ltd. and ATR Infraprojects Pvt. Ltd. to the Project Director, NHAI, Kolkata and which has been marked as Exb.W-5.

7. Copy of joint petition filed by the concerned employee and by one Sk. Abdul Hai dt.27-11-2015 to the Commissioner, Employees Provident Fund and which has been marked as Exb. W-6.

8. Copy of letter of M/s. ATR Infraprojects Pvt. Ltd. dt.07-05-2015 to the ALC (C ), Kolkata and which has been marked as Exb. W-7 and

9. Copy of failure report dt. 22-09-2015 submitted by ALC (C ) before the Ministry of Labour & Employment and which has been marked as Exb. W-8.

On the other hand neither M/s. Ashoka Buildcon Ltd. nor M/s. ATR Infraprojects Pvt. Ltd. have adduced any witness in their defence, but M/s. ATR Infraprojects Pvt. Ltd. has filed written notes of argument along with following citations:-

1. Anil Lamba & Ors. –vs- Govt. of Nct & Ors., W.P. (C ) No.1958/2017 dt. 6<sup>th</sup> March, 2017 passed by Hon'ble Delhi High Court and

2. Mrs. Seema Bansal –vs- University of Delhi & Ors., W.P. (C ) No.1771/2003 passed by Hon'ble Delhi High Court on 14-03-2017.

The workman too has filed written notes of argument along with following citations:-

1. Ananda Bazar Patrike (P) Ltd. –vs- The Workman, 1969 SC 45.

2. H. R. Adyanthaya –vs- Sandoz (India) Ltd., 1994, AIR 2608 and

3. S. K. Maini –vs- Carona Sahu Co. Ltd., AIR 1994 Supreme Court 1824 and

4. Sharad Kumar –vs- Govt. of Nct of Delhi & Ors., AIR 2002 SC1724.

Gone through the above cited decisions and find facts and circumstances of the present case entirely different from those cited decisions.

It is settled law each case has to be decided on its own merit as facts and circumstances of each case differs from others and Court should not place reliance on decisions without discussing as to how fact situation of case before it fits in with fact situation of decision on which reliance is placed. Observations of courts are neither to be read as Euclid's theorems nor as provisions of statute and that too taken out of their context. They must be read in context in which they appear to have been stated. Disposal of case by blindly placing reliance on a decision is not proper because one additional or different fact may make a world of difference between conclusions in two cases. Precedent should be followed only so far as it marks the path of justice.

Therefore, this Tribunal is of view that the citations referred to by both parties are not applicable to the present facts and circumstances of the case. The facts and circumstances of the present case being entirely different from the one from those cases referred by the parties in support of their respective cases, this Tribunal is not inclined to discuss those cited decisions.

Be that as it may, after going through the arguments advanced by Ld. Counsels of both sides, the pleadings of the parties and evidence of the concerned claimant, the undisputed facts are that NHAI who is the sole authority for construction and maintenance of National Highway had accepted the bid of M/s. Ashoka Buildcon Ltd. in respect of the construction of six lane road from Dankuni to Kharagpur in the year 2011. That M/s. Ashoka Buildcon Ltd. in turn engaged a sub-contractor named M/s. ATR Infraprojects Pvt. Ltd. for construction of such six lane road from Dankuni to Kharagpur. It is also an admitted fact that M/s. Ashoka Buildcon Ltd. issued a work order on 25-04-2011 to M/s. ATR Infraprojects Pvt. Ltd. and which was to remain valid till 30-06-2014. However, the said project was completed sometime in the month November, 2014 and consequently M/s. Ashoka Buildcon Ltd. revoked the contract with M/s. ATR Infraprojects Pvt. Ltd. w.e.f. 28<sup>th</sup> November, 2014. Consequently, the job of the persons engaged by M/s. ATR Infraprojects Pvt. Ltd. for construction of six lane road from Dankuni to Kharagpur too had come to an end.

That apart, the concerned employee during his cross examination by M/s. ATR Infraprojects Pvt. Ltd. under oath before this Tribunal had admitted that the project of construction of six lane from Dankuni to Kharagpur got over in the year 2014 and no more there exists contract between M/s. Ashoka Buildcon Ltd. and M/s. ATR Infraprojects Pvt. Ltd. So, it appears that project for which the concerned employee was engaged by M/s. ATR Infraprojects Pvt. Ltd. had come to an end on completion of the project.

That apart, it is a matter of common knowledge that the construction of any National Highway and maintenance of the same stand in two different footings. The construction of a National Highway is not a perennial nature of work like maintenance of the existing National Highway. Therefore, construction project of a National Highway comes to an end on completion of the construction of the road or Highway. That on completion of a National Highway then the work of maintenance begins and which is perennial in nature.

So, from the admitted facts it appear the project of construction of six lane road from Dankuni to Kharagpur awarded to M/s. Ashoka Buildcon Ltd. had come to an end on completion of the construction of the same by its sub-contractor M/s. ATR Infrastructure Pvt. Ltd. in the month of November 2014.

Under the circumstances, a question may arise whether a person who was engaged for a time bound project and that too a Mess Supervisor can demand regularisation of the service with all the benefits of a regular employee on completion of the project?



The answer is “no”. A person who undertakes or joins a job having full knowledge that the nature of job to be a time bound or for a specific purpose and on completion of the said work or on fulfilment of the purpose the person cannot expect continuation of the service when there exists no project for which he was engaged.

Therefore, an employee who was engaged for a specific time bound job or a specific project cannot claim continuation of service or illegal termination from service on completion of the project for which he was engaged, unless the service contract he had with the employer otherwise provides for.

A workman engaged for a specific project may not have the right to continue after the project ends but depending on the terms of his employment. Unfortunately, nothing has come on record to show on what terms and conditions M/s. ATR Infraprojects Pvt. Ltd. had engaged the concerned employee in the year 2013 as Exb.W-1 prima facie shows the concerned workman was employed as a Mess Supervisor on 5<sup>th</sup> April, 2013 and not on April, 2012 as contended by the concerned employee. It further proves that his service period was upto 15-11-2014. But fact remains, the project of construction of six lane road from Dankuni to Kharagpur had come to an end in the month of October-November, 2014. However, during the pendency of the case the management of M/s. ATR Infraprojects Pvt. Ltd. has offered a job to the concerned employee to work in their ongoing project at Madhya Pradesh. Unfortunately, the concerned employee refused to join the project at Madhya Pradesh, until and unless he is paid back wages from the year 2014.

Further, this Tribunal is of view the concerned employee has no locustandi to claim back wages from the year 2014 as he has failed to prove that he was engaged by M/s. ATR Infraprojects Pvt. Ltd. against a permanent post or his job was not on contract or he was not a contractual employee or that after his alleged termination in the year 2014 on completion of construction of six lane road from Dankuni to Kharagpur, he has not been suitably engaged in any other job.

The management of M/s. ATR Infraprojects Pvt. Ltd. has raised an issue that the concerned employee having engaged as a Mess Supervisor and several persons were working under him and he having been paid more than Rs.10,000/- per month cannot be a workman.

It is true that as per the definition of ‘workman’ as provided in section 2(s) of I.D. Act, 1947 the term Supervisor is excluded to be a ‘workman’. However, the term “Supervisor” has been interpreted by several Hon’ble High Courts and Hon’ble Supreme Court in several decisions and held a person who performs supervisory duty may still be considered as workman as depending on the nature of the primary duty performed by the said person and whether the employee is exclusively engaged a supervisor in managerial capacity need to be decided on the basis of the facts and evidence. Interestingly, in the present case the employer has failed to produce any evidence to prove the concerned employee was holding a managerial and supervisory post. Therefore, this Tribunal is of view merely conferring title of Supervisor and payment of Rs.10,000/- per month as wages will not make the petitioner a person holding exclusively supervisor or managerial post as alleged, as the employer has failed to prove that the concerned employee had the authority to take disciplinary action against the subordinates working under him, he had the right to distribute works and had power to bind employer by taking decision on behalf of the employer or he had the authority to sanction leave to his subordinates.

However, in view of the discussion made above, this Tribunal is of view that Shri Sk. Karuz Zaman, being engaged for a specific time bound project and on completion of the project, cannot claim that his service as Mess Supervisor was terminated by his immediate employer M/s. ATR Infraprojects Pvt. Ltd., a sub-contractor of M/s. Ashoka Buildcon Ltd. More so, he has failed to produce his appointment letter containing the terms and condition of service or on what terms and conditions he joined the service of Mess Supervisor with M/s. ATR Infraprojects Pvt. Ltd. in the month of April 2013. Moreover, he in his evidence recorded under oath has admitted, the project for which he was engaged had come to an end in the month of November, 2014. Thus the concerned employee is not entitled to get any relief as prayed for as his contract of service with M/s. ATR Infraprojects Pvt. Ltd. had come to an end on completion of the project for which he was engaged and there was no retrenchment as alleged.

Accordingly, reference No. 86 of 2015 is dismissed and an award to that effect is passed.

K. D. BHUTIA, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2024

**का.आ. 2169.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार जम्मू एवं कश्मीर बैंक लिमिटेड के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़-II के पंचाट (41/2019) प्रकाशित करती है।

[सं. एल -12025/01/2024- आई आर (बी-I)-239]

सलोनी, उप निदेशक

New Delhi, the 27th November, 2024

**S.O. 2169.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 41/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Jammu & Kashmir Bank Ltd. and their workmen.

[No. L-12025/01/2024- IR (B-I)-239]

SALONI, Dy. Director

#### ANNEXURE

**In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh (Presided over by Mr. Kamal Kant).**

ID No.41/2019

Registered on:-19.07.2019

Date of Order : 17.10.2024

Junaid Hussain Malik son of Late Ghulam Mohd Malik, R/o Manzil, Ward No.7, House No.17, Malik Mohalla, Kishtwar (J&K) – 182204.

----Workman/ Applicant

#### Versus

1.The Chairman, Jammu & Kashmir Bank Ltd. Corporate Head Quarter, MA Link Road, Srinagar-190004.

2.The Branch Head Jammu and Kashmir Bank Ltd. Business Unit, Tikri, Distt. Udhampur-182121

----Respondents/ Managements

Present:-           None for Workman.  
                          None for Management.

#### ORDER :

1. This is a claim filed directly U/s 2-A of the ID Act by authorized representative for the workman on 19.07.2019. The certificate of Regional Labor Commissioner (Central) Jammu is dated 12.09.2018 which shows that matter could not be settled. Workman has challenged his dismissal order dated 11.04.2017 as such case is cognizable under the Section 2-A of the ID Act 1947. Notice was issued to the management.
2. Both the parties appeared in this case and pleadings were completed on 24.01.2023. On that day, replication was filed and issues were framed and case was adjourned for evidence of the workman. However, workman has not come forward to lead his evidence. On 19.02.2024, counsel for the workman made statement that he withdrew his authority on behalf of the workman from present reference. Therefore, notice was issued to the workman for 31.05.2024 and the notice was duly served on the workman for 31.05.2024. On 31.05.2024, none appeared on behalf of the workman despite service. Again on 31.05.2024, notice was issued to the workman for 16.07.2024. Again on 16.07.2024, nobody appeared on behalf of the workman and notice was issued for 17.10.2024. Today also notice was duly served but nobody appeared on behalf of the workman.
3. The aforesaid discussion made it ample clear that workman is not interested in pursuing his case as his case was fixed for evidence on 24.01.2023.
4. Since the workman has neither put his appearance nor he has filed any evidence by way of affidavit to prove his case against the respondent/management, as such, this Tribunal is left with no choice, except to pass a “No Claim Award”. Accordingly, “No Claim Award” is passed in the present reference.
5. Let copy of this award be sent to the appropriate Government as required under Section 17 of the Act for Publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2024

**का.आ. 2170.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (34/2022) प्रकाशित करती है।

[सं. एल -12011/16/2022- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 27th November, 2024

**S.O. 2170.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 34/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India their workmen.

[No. L-12011/16/2022- IR (B-II)]

SALONI, Dy. Director

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 24<sup>th</sup> day of September, 2024

**INDUSTRIAL DISPUTE No. 34/2022**

Between:

Sh. K. Ramachandra Rao

S/o Sh. Venkata Ramana,

Rep. by Bhupathi Appa Rao,

National Secretary,

All India Safai Mazdoor Congress,

No. 17-3-16/4, Punjabgadda, Hyderabad-507118.

.....

.Petitioner

AND

1. The Branch Manager,  
Union Bank of India,  
Chagallu Branch, Chagallu Mandal,  
West Godavari District-  
Hyderabad-534350.
2. The Deputy General Manager,  
Union Bank of India,  
Zonal Office, RR Peta,  
Eluru, West Godavari District-  
Hyderabad-534002.
3. The Managing Director,  
Union Bank of India,

Pattabhi Bhawan, Saifabad,  
Hyderabad-500004.

... Respondents

Appearances:

For the Petitioner : Shri Bhupathi Appa Rao, Union leader

For the Respondent: Shri Dr. K. Lakshmi Narashima, Adv.

### A W A R D

The Government of India, Ministry of Labour by its order No.L-12011/16/2022 -IR(B-II) dated 09.02.2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Union Bank of India, and their workmen. The reference is,

### SCHEDULE

“Whether the action of the management of Union Bank of India (Formerly Andhra Bank), Chagallu Branch, Chagallu Mandal, West Godavari District -534350, Andhra Pradesh, in not regularizing the services of workman Shri K. Ramachandra Rao in the services of the Bank of justified or not? If not, what relief the workman Shri K. Ramachandra Rao is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 34/2022 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for Petitioner evidence. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has not substantiated his claim by any evidence, therefore, a ‘No-claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 24<sup>th</sup> day of September, 2024.

IRFAN QAMAR, Presiding Officer

### Appendix of evidence

Witnesses examined for the  
Petitioner  
NIL

Witnesses examined for the  
Respondent  
NIL

### Documents marked for the Petitioner

NIL

### Documents marked for the Respondent

NIL

नई दिल्ली, 27 नवम्बर, 2024

**का.आ. 2171.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (43/2022) प्रकाशित करती है।

[सं. एल -12011/17/2022- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 27th November, 2024

**S.O. 2171.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.43/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India their workmen.

[No. L-12011/17/2022- IR (B-II)]

SALONI, Dy. Director

**ANNEXURE**  
**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT**  
**HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 24<sup>th</sup> day of September, 2024

**INDUSTRIAL DISPUTE No. 43/2022**

Between:

Smt. P Sarada,

Rep. by Bhupathi Appa Rao,

National Secretary,

All India Safai Mazdoor Congress,

No. 17-3-16/4, Punjabgadda, Ramavaram,

PO: Kothagudem, Hyderabad-507118.

.....

.Petitioner

AND

1. The Branch Manager,  
Union Bank of India,  
Ananthapalli Branch, Nallajerla Mandal,  
West Godavari District-  
Hyderabad-534350.
2. The Deputy General Manager,  
Union Bank of India,  
Zonal Office, Respondent Peta,  
Eluru, West Godavari District-  
Hyderabad-534002.
3. The Managing Director,  
Union Bank of India,  
Pattabhi Bhawan, Saifabad,  
Hyderabad-500004.

...

...Respondents

Appearances:

For the Petitioner : Shri Bhupathi Appa Rao, Union leader

For the Respondent: Shri Dr. K. Lakshmi Narashima, Adv.

**A W A R D**

The Government of India, Ministry of Labour by its order No.L-12011/17/2022 -IR(B-II) dated 18.02.2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Union Bank of India, and their workmen. The reference is,

**SCHEDULE**

“Whether the action of the management of Union Bank of India (Formerly Andhra Bank), Ananthapalli Branch, Nallajerla Mandal, West Godavari District -534350, Andhra Pradesh, in terminating the services of

workman Smt. P. Sarada, Safai Karamachari-cum-sub Staff is justified or not? If not, what relief the workman Smt. P. Sarada is entitled to?"

The reference is numbered in this Tribunal as I.D. No. 43/2022 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for Petitioner evidence. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has not substantiated his claim by any evidence, therefore, a 'No-claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 24<sup>th</sup> day of September, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the  
Petitioner  
NIL

Witnesses examined for the  
Respondent  
NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 27 नवम्बर, 2024

**का.आ. 2172.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (44/2022) प्रकाशित करती है।

[सं. एल -12011/18/2022- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 27th November, 2024

**S.O. 2172.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 44/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India their workmen.

[No. L-12011/18/2022- IR (B-II)]

SALONI, Dy. Director

**ANNEXURE**

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 24<sup>th</sup> day of September, 2024

**INDUSTRIAL DISPUTE No. 44/2022**

Between:

Sh. M S V Bhavani Shankar,

Rep. by Bhupathi Appa Rao,  
National Secretary,  
All India Safai Mazdoor Congress,  
No.-17-3-16/4, Punjabgadda,  
Ramavaram, Hyderabad-507118.

.....

Petitioner

AND

1. The Branch Manager,  
Union Bank of India,  
Kopparru Branch, Narasarpur Mandal,  
West Godavari District-  
Hyderabad-534350.
2. The Deputy General Manager,  
Union Bank of India,  
Zonal Office, RR Peta,  
Eluru, West Godavari District-  
Hyderabad-534002.
3. The Managing Director,  
Union Bank of India,  
Pattabhi Bhawan, Saifabad,  
Hyderabad-500004.

.....Respondents

Appearances:

For the Petitioner : Shri Bhupathi Appa Rao, Union leader  
For the Respondent: Shri Dr. K. Lakshmi Narashima, Adv.

**A W A R D**

The Government of India, Ministry of Labour by its order No.L-12011/18/2022 -IR(B-II) dated 22.02.2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Union Bank of India, and their workmen. The reference is,

**SCHEDULE**

“Whether the action of the management of Union Bank of India (Formerly Andhra Bank), Kopparru Branch, Narasarpur Mandal, West Godavari District -534350, Andhra Pradesh, in terminating the services of workman Shri M S V Bhavani Shankar, Safai Karamachari-cum-sub Staff is justified or not? If not, what relief the workman Shri M S V Bhavani Shankar is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 44/2022 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for Petitioner evidence. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has not substantiated his claim by any evidence, therefore, a ‘No-claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 24<sup>th</sup> day of September, 2024.

IRFAN QAMAR, Presiding Officer

## Appendix of evidence

Witnesses examined for the  
Petitioner  
NIL

Witnesses examined for the  
Respondent  
NIL

## Documents marked for the Petitioner

NIL

## Documents marked for the Respondent

NIL

नई दिल्ली, 27 नवम्बर, 2024

**का.आ. 2173.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार फ्लैग ऑफिसरचीफ मुख्यालय पूर्वी नौसेना कमान-इन-कमांडिंग-, नौसेना बेस विशाखापत्तनम् के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (14/2011) प्रकाशित करती है।

[सं. एल -12025/01/2024- आई आर (बी-1)-240]

सलोनी, उप निदेशक

New Delhi, the 27th November, 2024

**S.O. 2173.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.14/2011) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Flag Officer-Commanding-in-Chief H.Q. Eastern Naval Command, Naval Base Visakhapatnam their workmen.

[No. L-12025/01/2024- IR (B-I)-240]

SALONI, Dy. Director

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD

Present: - **Sri Irfan Qamar**  
Presiding Officer

Dated the 8<sup>th</sup> day of October, 2024

**INDUSTRIAL DISPUTE L.C.No. 14/2011**

Between:

Sri Chandram Balaji Rao,  
S/o Sri Ch. Venkata Ramam,  
R/o No.38-40-58/1, Main Road,  
Marripalem, Visakhapatnam – 530 018.

.....

Petitioner

AND

1. Flag Officer-Commanding-in-Chief,  
H.Q. Eastern Naval Command,  
Naval Base, Visakhapatnam – 530 014.
2. The Commanding Officer,  
INS Circars, Naval Base Post,  
Visakhapatnam – 530 014.



3. The Executive Officer, INS Circars,  
Naval Base Post, Visakhapatnam- 530 014.

4. The Officer-in-charge,  
Command Gas Agency-II,  
Sri Vijayanagar Colony,  
104, Area, Marripalem Post,  
Visakhapatnam – 530 018.

....Respondents

#### **Appearances:**

For the Petitioner : M/s. B.J. Krishna Mohan & N.V.V.S. Papa Rao, Advocates

For the Respondent: Sri D. Ramesh, Advocate

#### **AWARD**

Sri Chandram Balaji Rao, who worked as Delivery Boy (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Command Gas Agency-II, Visakhapatnam seeking for setting aside the oral termination order dated 14/1/2011 issued by Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

#### **2. The averments made in the petition in brief are as follows:**

Petitioner submits that he was appointed with the management after being interviewed on 01.06. 1997 and selected by a duly constituted selection committee on the even date for the post of Delivery Boy in the Command Gas Agency-II, 104 Area, Visakhapatnam in pursuance of article 0401 of part IV of the Standing Orders of Command Gas Agency-II and other terms and conditions therein w.e.f. 06.06.1997. Petitioner was kept on training for a period of two and a half month without there being paid any remuneration. It is submitted that thereafter from 29.9.2009, monthly wages were Rs.1, 000/-per month paid and at the time of termination of service wages were Rs.3,700/- only. Further, it is submitted that order of appointment in Appendix A had also been issued together with an undertaking from Appendix B. It is submitted that the conditions mentioned therein are against to the public policy and the constitutional rule of law. Further, it is submitted that Petitioner was issued identity cards time to time while getting it renewed right from the appointment. Nature of duties of the workman as delivery boy are that pick-up full cylinders from the go-down area and to deliver the same to the consumer and to bring back the empty cylinders back to the go-down and hand over the same to the go-down in-charge and stacking them in an order. The nature of duty is perennial in nature. The Hours of work is actually 08 Hrs a day but used to work for even 10 hours a day some times and as mechanic, nature of duty is Technical. It is submitted that as semi-skilled, he has worked for more than 240 days in every calendar year right from the date of appointment till 13.01.2011 uninterruptedly. While so, from February, 2000 Respondent elevated the workman from Delivery Boy to the Go-down In charge, permitting him to succeed one Sri Bhaskara Rao, the then go-down in-charge of the Command Gas Agency-II, 104 Area, Visakhapatnam. Even then he was entrusted the duties of Delivery Boy as well as Gas Mechanic but no additional allowance or wages ever paid. Petitioner was not brought under EPF and ESI though there are clear orders from the Head Quarters of the Management relating to implementation of Labour Laws, but the Management never implemented the laws relating to EPF, ESI and Gratuity etc., till to-day depriving the right of the employees employed in the Command of No.1. That the Respondent No.1 to 4 is a Naval Establishment while Respondent No.2 to 4 function under the command and control of No. 1. There are about 43 units that function under Non-public Fund (shortly NPF) in the Command of No. 1, all in all about 225 workmen of various cadre/grade are working and that the workman is one among them working under No. 4 of the management continuously. It is submitted that a circular has been issued by the Integrated Head Quarters, Ministry of Defence, New Delhi vide its letter No. Hon'ble Apex Court/2206/NPF dated 21<sup>st</sup> May 2009 for revision of pay of the Non-Public Fund Employees. In that connection all the Units under NPF have been paid Rs.900/- a month except the employees under No.4 and No. 4 in this connection had issued a letter in the month of August 2010 seeking the reason from the employees working under him under NPF as to why they have not accepted the Honorarium. Then there was protest from all the employees being discriminated in payment of the said honorarium that this lis has been drawn the attention of No.2 Management who inter alia in the presence of others that includes No.4 resolved the lis and that No.4 in that connection openly stated that the employees who were issued the show cause dated 24.05.2010 may ignore that show cause issued dated 24.05.2010. Ever since then No.4 bore ill-will and rancour against the workmen and assaulting the emotions of the workman by using provocative words in order to get rid of him if reacted. But the workman continued to render service. While so, on 06.01.2011 Petitioner sustained an injury to his left leg on being fallen an empty cylinder while he was adjusting in the stalk in the go-down. From the next day he suffered from fever also. Even then he had gone to duty to go-down while the others were attending the delivery of

cylinders. Further, it is submitted that the leg sprain continued till 13.01.2011 on which day the Area Secretary asked him as to why he could not go for delivery of the cylinders. Then the Petitioner told that he was suffering from fever and pain in the left leg and as such requested to spare him for 02 or 03 days. But in the evening a Naval Police had come to the Claimant and had taken him to Area Secretary and Gas Manager viz., Sri Sathpathi and Sri S. A. Sahu respectively and then asked him to show identity card and asked the Claimant not to report to duty from the following day i.e. 14.01.2011. It is submitted that no prior notice as required under either Constitutional Rule of Law or the Standing Order of Command Gas Agency-II, Visakhapatnam has been given nor paid any notice pay or Compensation. Petitioner's termination of service unceremoniously is void ab-initio illegal and therefore liable to be set aside directing to reinstate the him with all attendant benefits including back wages and continuity of service. The Claimant issued legal notice dated 21.01.2011 through RPAD dated 22.01.2011, demanded to reconsider the decision taken but in vain. After being received the legal notice dated 21.0.20, the Respondent No.4 sent a letter under RPAD dated 01.02.2011 while the same was served on the Claimant on 07.02.2011 as though he sent 03 show cause notices and that the applicant was failed to submit his explanation. Ipso facto, the said to be show-cause dated 24.05.2010 was served on the Claimant and that was resolved by the intervention of No.2 of the Management and that the text of the same ceased from being submitted any explanation. The other said to be show-causes dated 03.08.2010 and 17.01.2011 have not been served on the applicant. It is submitted that after receipt of the letter dated 01.02.2011 on 07.02.2011 the applicant had submitted his explanation dated 10.02.2011. Therefore, the termination of service of the Claimant from 14.1.2011 is unlawful, illegal, unceremonious, vindictive, an unfair labour practice, capricious but also unsustainable under law. Hence, it is prayed to set aside the same and direct the Respondent to reinstate the Petitioner with continuity of service and back wages.

**3. The Respondents filed counter denying the averments made in the petition, with the averments in brief which runs as follows:**

The Command Gas Agency-II, Visakhapatnam constitutes an essential service for the supply of LPG cylinders to about 2300-2400 families of defence services personnel staying in and around SVN colony. Five in number civilian employees on consolidated honorarium basis are paid through the financial yields earned by the gas agency alone to look after day to day functioning of agency. It being a non governmental agency, no Government funds are authorized / accorded sanction hitherto. It is submitted that Sri Ch. Balaji Rao, was appointed as delivery boy as one of staff member of command Gas Agency II at SVN colony 104 area and has been working since 6-06-1997. Through the management's encouragement from time to time the petitioner has gained knowledge of a mechanic of LPG cylinders and gas Godown keeper. He had been carrying out the said jobs on as required, basis. Due to constraints in manpower, the petitioner was asked by the management to carryout Godown keeper duties in addition to his delivery boy duties so as to maintain the continuity of functioning of the Gas Agency. It is pertinent to mention that inspite of prevailing financial constraints on the agency, the petitioner's honorarium has been raised from Rs 1000/- p.m in 1997 to Rs 3700/- in Jan 2011 in a gradual manner. This time to time revision of honorarium by the management was feasible due to increase in the strength of family dwelling units over the period of time as this has a direct bearing on the income for the fund. It is submitted that Petitioner started to evade the duties of delivery boy from time to time. On 13 January, 2011 when he was asked to carry out the duty delivery vehicle to deliver the cylinders, he refused the manager citing some flimsy health reason. The Area secretary of the Naval residential area, who was also present at the time, reprimanded him and told him to obey and refused the orders of the manager. But the petitioner displayed an utter negative attitude to go for the delivery of cylinders. Thereafter the petitioner was taken to the officer-in-charge of the gas agency by the manager and the Area secretary. In spite of the persuasion by the officer in-charge to carry out the duty as assigned by the manager, the petitioner refused bluntly citing health reasons. Petitioner displayed adamant and callous attitude totally forgetting that the job he is carrying out is an essential service. Before the Officer-in-charge, the petitioner stated that 'he was not interested in the job' in front of the Area Secretary SVN Colony and the Gas Agency manager. Consequently in view of the Petitioner's attitude and his callous behavior to carry out an essential service, the officer -in-charge confiscated the entry pass of the petitioner. However the petitioner didn't report for duty from 14 -01-2011. The management sent a show cause notice on 17-01-11 for the insubordination of the petitioner in carrying out its order to deliver LPG to the colony and sought a reply by 25-01-11. No response was received by the management. However on behalf of the petitioner, a Lawyer's notice dated 21-01-11 was received asking it to re-instate the petitioner with payment for the period of his absence, considering it as leave. Thereafter the management again sent a reminder to the show cause notice served on 17 Jan 11, giving time till 10 Feb 2011 to reply. No reply was received as admitted by the petitioner. However he preferred for conciliation proceeding by Asst Labour Commissioner (Vizag). Hence, the conciliatory proceedings before the Labour commissioner Visakhapatnam ended in failure. For the past 12 months the functioning of Command Gas Agency-II has been adversely effected due to dereliction of duty by the petitioner. All the remaining four workmen are made to share additional responsibilities to meet commitment of the agency due to the absence of the petitioner. Notwithstanding the aforesaid, the Management is willing to allow the petitioner to join duties as intimated to him vide Administrative officer SVN colony letter dated 21 April, 2011 with an undertaking to forgo the wages for the entire period of his absence i.e from 14.1.2011 till the date the petitioner re-joins his duties at Command Gas Agency-II, SVN colony, 104 Area, Visakhapatnam and not to involve in such acts of insubordination in future. The petitioner's Contention of signing an under taking while appointment about 12-13 years ago and now questioning its

legality / validity in regards to constitutional rule of law is in not really understood. It only shows the petitioner's lack of knowledge that every organization has its own code of rules while appointing its employee and it is purely left to the final willingness / options of individual to accept or not such employment with such undertakings or otherwise. The petitioner joined the Command Gas Agency- II, SVN Colony on his own willingness and after duly reading through the terms and conditions of employment and signed willingly. SVN Colony, 104 Area, is a Defence Area and all the security aspects are imperative to be followed for the security of personnel and Govt assets. The implementation and continuation entry pass system to and from the residential area need not be over emphasized. The petitioner was appointed as a Delivery boy and was never elevated to Godown in charge during his tenure till date and his post remains as Delivery Boy only. No appointment to that effect has been made till date. The petitioner assumed himself as a Godown in charge because he was also being asked to look after the LPG Godown along with all other fellow workmen in turn. Subsequently the petitioner has become egoistic and was feeling that carrying out Delivery Boy's duties for which has been appointed is below his dignity and image, since, he has been performing Godown keeper duties on and off along with other fellow workmen in rotation. On 13-01-2011 the petitioner Delivery Boy willfully refused to deliver the LPG to its clientele and displayed insubordination by disobeying orders from the management. At one place he contradicts the rules and in other he tries to take a cover behind the same. However, the petitioner has not attended the duties from 14.1.2011 till date and neither has he given any reasons to the show cause notice served on him dated 17.1.2011 and 1.2.11 till date. On 21.01.2011 the petitioner sent a lawyer's notice to the management to reconsider and take back the workman with all consequential benefits which is not understood by the management since no termination / dismissal notice was issued on the petitioner till date or any later date hitherto. The letter under question was issued by the management under humanitarian consideration telling the petitioner to join duties and that similar insubordination / refusal on the part of the petitioner would not be repeated and that the payment for his absence period would not be claimed. Hence there is no room / opportunity exists for the petitioner to claim any damages / compensation which is being imagined. It is further submitted due to absence of the petitioner delivery boy from his place of duty since 14.1.2011 till date, the essential service of the agency was badly affected in that: (a) The clientele of the CGA II, about 2300 families were inconvenienced due to delayed delivery of cylinders, (b) The management was put to an awkward situation of answering the complaint of customers for delays in LPG services. (c) The fellow workmen were being over burdened with extra workload which otherwise ought to have been carried out by the petitioner. It is submitted that the petitioner is a Delivery Boy working in Command Gas Agency II of SVN colony and on his own has left the duties, failed to report for the same and remained absent. Further he failed to reply the show cause notice served on him by the management for indulging in an act of insubordination as response to the order by management to carry out delivery boy duties for which he was appointed by the management. The ID Card was taken away from the petitioner for obvious security/ reasons as his work place is a part of a defence establishment and his refusal to carry out a legal ordered duty on him and his utterance to the Officer-in-Charge that 'he is not interested in the job'. The petitioner has failed to realize that he is working as a delivery boy in an organization which is carrying out essential service of supplying LPG cylinders to customers and in that his act has put the management and fellow workers to an awkward situation of answering grievance of the customers about the delay in delivery of cylinders. In spite of his act of insubordination, the Management is willing to consider to allow the employee to join duty on humanitarian basis with an undertaking as stated in the letter served by the officer-in-charge Gas agency on 21.4.2011 that, similar insubordination / refusal on the part of the Petitioner would not be repeated and that the payment for his absence period would not be claimed. Hence, prayed to dismiss the petition of the Petitioner.

**4. On the basis of rival pleadings of both the parties, following points emerge for determination in this matter:-**

- I. Whether the action of the Respondent management in terminating the services of Petitioner Sri Chandram Balaji Rao with effect from 14<sup>th</sup> January, 2011 is illegal and unjustified?
- II. To what relief the Petitioner is entitled?

5. Petitioner in oral evidence has filed his affidavit in support of the claim statement and also examined witness Smt.Somayajula Ramani. Petitioner has also filed document in evidence Ex.W1 to Ex.W9. On the other hand, Respondent has filed chief affidavit of the MW1 and also filed photocopies of documents.

**Findings:-**

6. Petitioner claims that he was appointed on the post of Delivery boy in Command Gas Agency-II, 104 Area, Visakhapatnam in pursuance of Article 0401 of Part IV of the Standing Orders of Command Gas Agency-II and other terms and conditions therein with effect from 6.6.1997 and his working hours was actually 8 hours per day, but he used to work even 10 hours per day sometimes. Further, Petitioner submitted that he was elevated from delivery boy to Godown in-charge from February 2000, and he was entrusted with the duties of delivery boy as well as Gas mechanic. Further, Petitioner contended that on 13<sup>th</sup> January, 2011, Petitioner was suffering from fever as well as pain in the leg, the Area Secretary asked him to go for a delivery of the cylinders. But the Petitioner has shown inability to go for delivery of cylinders due to suffering of pain in the back. Further, it is submitted that in the evening a Naval police had come to the claimant and had taken him to Area Secretary and Gas Manager, i.e., Sri Satpathi and

Sri S.A. Sahu respectively and that they asked him to show his identity card. Thus, Naval Police took his identity card forcibly and gave the same to the Area Secretary who inter-alia handed over it to the Gas manager and further asked the claimant not to report to duty from 14.1.2011. Further it is submitted that no prior notice as required under the standing orders and law was given before his retrenchment. Further, it is submitted that he was not paid any notice, notice pay or compensation as per law. Petitioner submits that his termination of service is void ab initio, illegal and liable to be set aside.

7. On the other hand, Respondent contended that Petitioner was fully aware of the status of the Gas agency and its requirements and has been carrying out his duties as delivery boy. Further, it is contended that over a period of time he was given the additional charge of godown keeper. The Petitioner started to evade attending the duties of delivery boy from time to time. There have been instances of verbal skirmish between him and the Gas Agency Manager over a period of time on this subject. Further, it is contended that on 13<sup>th</sup> January 2011, when Petitioner was asked to accompany the gas delivery vehicle to deliver the cylinders he refused to carry out the duty on the pretext of flimsy health reason. Further, it is contended that the Area Secretary of the Naval residential area, who was also present at that time, reprimanded him and told him to obey the orders of the Manager, but the Petitioner displayed an utter negative attitude and refused to go for the delivery of cylinders. Further, Respondent contended that Petitioner was taken to the Officer incharge of the Gas Agency by the Manager and the Area Secretary and inspite of persuasion by the Officer in charge to carry out the duty as assigned by the Manager, Petitioner refused bluntly citing health reasons. Petitioner displayed adamant and Carlos attitude totally forgetting that the job he is carrying is an essential service. Further, it is contended that the Petitioner in the presence of Officer In-charge has stated that he was not interested in the job. Consequently, in view of the Petitioner's attitude and his callous attitude to carry out an essential service, the officer in charge confiscated the entry pass of the Petitioner. This corrective action was thought necessary as his behaviour was attributed to some ill advised/instigation by some disgruntled individuals who intended to haractors. Further, it is contended that the Petitioner did not report for duty from 14<sup>th</sup> January, 2011 onward.

8. Further, Respondent contended that the management has sent a notice on 17<sup>th</sup> January 2011 for the said misconduct of insubordination by the Petitioner in carrying out the order of Gas Manager to deliver LPG to the colony and also sought a reply by 25<sup>th</sup> January 2011 but, response was received by the management from the Petitioner. The Petitioner through his lawyer sent a notice dated 21<sup>st</sup> January, 2011 asking the Respondent to reinstate him with payment for the period of absence for considering it as leave. Thereafter, the management sent reminder to show cause notice served on Petitioner on 17<sup>th</sup> January 2011 giving him time till 10<sup>th</sup> February 2011. No reply was received as admitted by the Petitioner. Further, it is submitted that there was no termination of service as contended by the Petitioner. The Petitioner denied all the charges levelled against him and management expressed its inability to allow the employee to join back in duty without getting undertaking as sought vide letter dated 21<sup>st</sup>. April 2011 from the Petitioner. Hence, the conciliatory proceedings before the Labour commissioner, Visakhapatnam ended in failure. Further, Respondent contended that the Petitioner was appointed as a delivery boy and was never elevated to godown in charge during his tenure till date and his post remains as delivery boy only. No appointment to that effect has been made till date. Notwithstanding the aforesaid, the management is willing to allow the Petitioner to join in duties as intimated to him vide Administrative Officer, SVN Colony letter dated 21.4.2011 with an undertaking to forgo the wages for the entire period of his absence i.e., from 14.1.2011 till the date the Petitioner re-joins his duties at Commando Gas Agency-II and that similar insubordination would not be repeated and the payment for his absence could not be claimed.

9. On going through the evidence on record from the Petitioner side, it manifests that the Petitioner was posted as delivery boy in the Respondent management to deliver gas cylinders as directed by the Respondent management. He was never promoted to the post of godown in charge of the Respondent management, as he claims in his petition. Petitioner has not filed any appointment letter or promotion letter to this effect that he was promoted as godown in-charge. Thus, his claim that he was promoted to godown incharge in year 2000 is not found established. Evidence on record reveals that on 13<sup>th</sup> January 2011, Petitioner refused to obey the order of Gas manager of Respondent to deliver the Gas Cylinder to customer on the pretext of his suffering from leg pain and sprain. Admittedly, on 13<sup>th</sup> January, 2011 he was on duty and was supposed to discharge his duty as delivery boy under the order of his superior authority and he has no right to refuse, but to obey the order of superior or to discharge his duty. He can not refuse to obey the order of his superior on any pretext whatsoever may be while he was on duty. If he was suffering from any kind of ailment, as he claims he might have avail leave for rest. But once he is on duty he can not deny the order of his superior. Admittedly, he was appointed as delivery boy and he has no ground to refuse to discharge the duty of delivery boy as ordered by the Respondent Gas Manager while on duty. Petitioner has also filed document appointment letter dated 6.6.1997 which reflects that, Petitioner Sri Ch.Balaji Rao was appointed as a delivery boy by the Officer In-Charge, Command Gas Agency-II, 104 Area, Visakhapatnam. In the clause 1, Sub-clause (b) of appointment letter it is specifically mentioned that other benefits and conditions of services like leave, gratuity, baksheesh, food, uniform are laid down at the article 0402, 0406, 0408, 0409, 0410 of the standing order of Command Gas Agency-II, Visakhapatnam. The terms and conditions of the Civilian staff of the Command Gas Agency-II has been enumerated in Part IV the terms and conditions of Civilian staff under Standing Order No.0401(3) of Respondent Company and same are extracted below:-

*“3. The Employees service, after completion of the probationary period may be terminated at anytime on one months notice on either side. For those who have completed more than 20 years, the period of notice will be 3 months on either side. If the Employees is, in the opinion of the Council, guilty of insubordination, misconduct, theft, misappropriation of money/ improper behaviour with the customers of Command Gas Agency, he shall be liable to be dismissed from service without notice. In all cases, the ruling given by the President will be final and binding.”*

10. Thus, provision contained in the Part IV of Standing Order No.0401 (3) as above clearly mention that if the employee in the opinion of the Council is guilty of insubordination, misconduct, or Theft/ Misappropriation of money, improper behaviour with the customers of Command Gas agency, he shall be liable to be dismissed from service without noticing. Here, in the present matter, Petitioner was on duty as delivery boy on 13<sup>th</sup> January, 2011 and he refused to obey the order of the Manager of Gas Agency to deliver the gas cylinder to its customer and also shown improper behaviour to his superior i.e., Respondent management. The present case of Petitioner comes under the category of insubordination, hence, there was no requirement of the one month notice to the Petitioner before termination from service as per the standing order number 0401(3) of the Command Gas Agency-II. Therefore, I find no force in the argument of Petitioner in this regard.

11. However, Respondent has contended that notwithstanding the misconduct of insubordination by Petitioner the management was ready to allow the Petitioner to attend the duty by intimating him, vide Administrative Officer, SVN Colony letter dated 21<sup>st</sup> April 2011 asking him to submit undertaking that the Petitioner will not claim the wages for the entire period of his absence, i.e., from 14<sup>th</sup> January, 2011 till the date Petitioner rejoins his duties at Command Gas Agency, SVN Colony, Visakhapatnam and also undertaking to the effect that he will not to involve in such acts of insubordination in future. It reflects that the Respondent management is still willing to take the Petitioner in his employment subject to condition laid in letter dated 21<sup>st</sup> April, 2011, but the Petitioner did not respond to the call of Respondent. Respondent has also filed the photocopies of documents. The first document is copy of the letter dated 6<sup>th</sup> July 2011 from ALC (C), Visakhapatnam, to the Secretary, Government of India regarding failure of the conciliation proceedings between the parties. Second document is copy of letter dated 21<sup>st</sup> April 2011 which was sent by Administrative Office, Gas agency to the Petitioner Sri Ch Balaji Rao. The contents of the letter are being reproduced as below:-

- “1. Refer to the Office letter of even number dated 1<sup>st</sup> February 2011.**
- 2. You are missing from the place of duty with effect from 14<sup>th</sup> January 2011.**
- 3. You had met the undersigned on 19<sup>th</sup> April 2011 and you were required to give the undertaking for the following.**
  - a). You would always cooperate with the administration.**
  - b). You shall carry out all the orders given by Manager CGA II pertaining to the operations of the Agency.**
  - c). You will not claim for the pay and allowances for the absence.**
- 4. As your services have not been terminated till now, you are given a last chance to join Back CGA II at the earliest possible date.”**

12. However, Petitioner Sri Ch. Balaji Rao has sent reply dated 29.4.2011 to the Respondent management's letter dated 21<sup>st</sup> April 2011 and in his reply at Point No.2, he has mentioned that, “As the matter pending with Assistant Commissioner of Labour(C), Visakhapatnam, any reply of mine will prejudice the precedence of ACL Central.” Thus, from the said reply dated 29.4.2011 of Petitioner it manifest that in response to the letter dated 21.4.2011 of Respondent, Petitioner did not join the duty without any justification and he himself was not interested to join the employment of Respondent. Therefore, in view of the above, the claim of the Petitioner that his services were terminated by the Respondent vide order dated 14<sup>th</sup> January, 2011 is not established. Thus, Petitioner failed to substantiate his claim by his evidence. Therefore, Point No.I is decided against the Petitioner and in favour of the Respondent.

13. **Point No.II:** In view of the fore gone discussion and finding given at Point No.I, the Petitioner is not entitled for any relief and petition is found without merit and hence liable to be dismissed.

This Point is answered accordingly.

#### **AWARD**

In view of the fore gone discussion and finding given at Points No. I & II, Petitioner Sri Ch. Balaji Rao has failed to establish his claim that the Respondent has terminated his services vide order dated 14.1.2011. Therefore, Petitioner is not entitled to any relief and petition found devoid of merit. Hence, stands dismissed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 8<sup>th</sup> day of October, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the  
Petitioner

WW1: Sri Ch. Balaji Rao

WW2: Smt Somayajula Ramani

Witnesses examined for the  
Respondent

NIL

**Documents marked for the Petitioner**

Ex.W1: Photostat copy of appointment letter of Petitioner dt.6.6.1997

Ex.W2: Photostat copy of identity card of Petitioner

Ex.W3: Photostat copy of list of employees in 43 units of ENC under NPF dt.27.8.2009

Ex.W4: Photostat copy of legal notice dt.21.1.2011

Ex.W5: Photostat copies of RPAD postal receipts and acknowledgements

Ex.W6: Photostat copy of lr. to the applicant dt.1.11.2011

Ex.W7: Photostat copy of explanation offered by applicant dt. 10.2.2011 against show cause notice

Ex.W8: Photostat copy of courier receipt

Ex.W9: Photostat copy of welfare of civilian employees paid from NPF dt.9.8.2010

**Documents marked for the Respondent**

NIL